

IN THE
COURT OF APPEALS
FIFTH DISTRICT OF TEXAS AT DALLAS

RECEIVED
Court of Appeals
JAN 29 2019
Lisa Matz
Clerk, 5th District

5th Court of Appeals
FILED: 02/06/2019
14:03:19
Lisa Matz, Clerk

CAUSE NO. 05-18-00567-CV

DARLENE C. BALISTRERI-AMRHEIN, APPELLANT
VS.
ATTORNEY LENNIE BOLLINGER, ET AL, APPELLEES

Appeal County Court at Law # 6, # 5, # 2, # 366, # 380, Justice Court Precinct 1,
Cause No. CC 006-02654-2017, Cause No. 005-02654-2017,
Cause No. 002-02654-2017, Cause No. 002-02663-2017,
Justice Court Precinct 1 No. 01-SC-16-00165. Court # 380 (unassigned)
Collin County, Texas Lower Courts

APPELLANT'S AMENDED BRIEF & AMENDED APPENDIX (# 4)

Darlene C. Balistreri-Amrhein, Appellant, Pro Se,
112 Winsley Circle
McKinney, Texas 75071
Telephone – None

ORAL ARGUMENT REQUESTED WITH ACCOMMODATIONS

#4

COURT RECORD REFERENCES ARGUMENT IN 8 PACKETS

- (Packet # 1 Court Record References)** –CR, pgs. 1 – 19 itemized, costs & events;
- 2) Plaintiff's Original petition & Request for Discovery- CR pgs. 20 – 35;
 - 3) Plaintiff's Motion to proceed in forma pauperis - CR pgs. 36 – 41;
 - 4) Approved "indigent status" - CR pgs. 42;
 - 5) Service of process by constable – CR pgs. 43-50;
 - 6) Defendants Lennie Bollinger, et al Answers suit – CR pgs, 51 – 64;
 - 7) Plaintiff's Motion For Leave To File Supplement Petition CR pgs. 65 – 69;
 - 8) Plaintiff's Supplement Pleadings -CR pgs, 70 – 133 Exhibits A, B;
 - 9) Plaintiff's Motion t. Recuse Judge Walker – CR, pgs, 134 – 139 Order transfer;
 - 10) Defendants Motion to Dismiss & Rule 91a – CR, pgs. 140 – 158;
 - 11) Plaintiff's Specific Facts Dismiss Rule 91 – CR. pgs. 159- 268 Exhibits, etc.; c
- (Packet # 2 Court Record References.)**Legal Ethics Safekeeping Property, etc.;
- 2) CR. pgs. 269- 383; Notice of hearing & Hospitalized, CR pgs. 384 – 385;
 - 3) Plaintiff's Motion for Continuance CR. pgs. 386 -390;
 - 4) Defendants' Attorneys First Amended Answer & Response, CR. pgs. 391- 408;
 - 5) Plaintiff's Notice To Court & Attorney Stay Lawsuit- CR pgs, 409=422;
 - 6) Defendants Response Objections to Stay & Continue Lawsuit-CR pgs. 423-428;
 - 7) Judge Wilson denies ADA, Stay, Hearing Rule 91a "Orders" –CR pgs. 429-429;
 - 8) Affidavit Attorney / Judge Wilson – CR pgs. 430- 433 Exhibits, Costs to 442;
 - 9) New Supplements-CR. pgs. 452 –484 (Dad, Schroeder mug photo, arrest, etc.;
- (Packet # 3 Cou. Record References.)** Plaintiff Waiving Client – Attorney . Privilege, Photo Damages, etc.– CR. pgs. 485 – 660;
- 2) Defendants' Attorneys response to Motion To Dismiss – CR pgs, 661- 678;
 - 3) Plaintiff Second Motion To Stay & Continue Lawsuit- CR pgs. 679 – 687;
 - 4) Plaintiff Response to Jan. 30, 2018 Order CR. pgs. 688 – 739;

5) Defendant Motion To Determine To Be “ Vexatious Litigant & Security With Security – CR pgs. 740-784 – No Attached 5 Adverse Orders in 7 years, etc.;

(Packet # 4 Court Record Reference.) Exhibits A-2 -E-1 - CR pgs. 785- 1000;

(Packet # 5 Court Record Reference.) Exhibits E-2, G-2 – Tampered With Deposition, Witness, Court Reporter, Records, Costs to CR pgs. 1001- 1127;

2) Motion to Recuse Judge Wilson & Threats To Settle -CR. pgs. 1128 – 1156;

3) Threat Offer To Settle Lawsuit – CR. pg. 1134- 1134;

4) Order to Deny Recusal- CR. pg, 1157;

5) Plaintiff Notice , Objections & Illegal Activities – CR pgs 1158 -1184;

6) Plaintiff’s First Amended Pleadings & 15 Notices (Crimes) - CR pgs 1185 – (1235 & 1236 blurred unreadable) & crimes to 1260;

(Packet # 6 Court Record Reference.) Order granting Rule 91a & Motion to Dismiss With Prejudice CR pgs. 1261 – 1262 Hearing / Hospitalized, Exhibits & Some Exhibit F (blurred & missing from Court Record to 1284;

2) Judge Wilson recuses self, report to U.S. Department of Justice CR pgs, 1285;

3) First Amend Motion Order “Vexatious Litigant” Hearing – CR. pg. 1286- 1287;

4) Judge Murphy transfer lawsuit to Judge Bender disqualified =- CR pg. 1288;

5) Plaintiff Important Information – CR. pgs. 1289 – 1427, & Exhibits;

6) Judge Mary Murphy Conditions of Assignment & Stay – CR pgs. 1428- 1429;

7) Plaintiff’s Notice & Objections of Judge Bender Transfer, Response by Bollinger’s Attorneys – CR, pgs. 1430-1466;

8) Plaintiff’s Updated Medical Information – CR. pgs 1467-1481;

(Packet # 7 Court Record Reference.) Defendant Response for hearing & Exhibits Comingle lawsuits with Prosperity Bank, et al - CR. pgs. 1482 – 1520;

2) Defendants to Plaintiff Response on Vexatious litigant & Security & use of Prosperity Bank, et al Federal Lawsuit in “conspiracy” & tampered with Deposition Court Records as invalid & past 7 years as 2009 to prejudice & discredit & still pending & active conspiracy between federal & Texas Courts – to rigged, Plaintiff, silence lawsuit & prevent no redress for any suits & denied

freedom of speech & redress for all damages, loss of property & no due process - CR, pgs. 1521- 1600 - 1899;

(Packet # 8 Court Record Reference.) Certificate of Service falsified claims filed in lawsuit, CR pg, 1900 signed by Carrie Johnson Phaneuf as many times;

- 2) Threats to settle lawsuit as refused, CR, pgs. 1901- 1902;
- 3) Plaintiff's Objections & Responses to Plaintiff Tertiary (Third Motion To Recuse in this case an incorrect Assigned disqualified trespasser with no jurisdiction & Exhibits - CR pgs. 1903 – 1932;
- 4) Judge Wheless Order denied Recusal of Judge Bender for his misconduct – CR pgs 1933;
- 5) Judge Bender Order declaring Darlene C. Amrhein “vexatious litigant,” requiring Security & issuing a prefiling Order – CR. pgs. 1934 – 1935;
- 6) Letter from CME on Order Judge Bender Order declaring Darlene C. Amrhein “vexatious litigant,” requiring Security & issuing a prefiling Order-CR 1936-1938;
- 7) “Conspiracy” with Federal Court & Texas Court, Orders – CR pgs. 1939-1959 found in Judge Bender Court file for their retaliations against Amrhein lawsuits;
- 8) Plaintiff Objections to Judge Bender for “good cause” – CR pgs. 1960 -2019;
- 9) Amended Order On Motion To Recuse Judge Bender- CR. pgs. 2020;
- 10) Letter on failed bond to dismiss lawsuit by Bollinger Attorney with prejudice – CR pgs. 2021- 2024;
- 11) Plaintiff Darlene C. Balistreri-Amrhein Sworn Affidavit – CR pgs. 2025-2052;
- 12) Plaintiff's Motion to Charge Sanctions , Reverse false Vexatious Litigant Refuse Dismissal of lawsuit, Service of Process to All Defendants For “Good Cause’ Reasons & Medical Stay Objections- CR pgs. 2053 -2081;
- 13) Judge Bender Order Dismissal With Prejudice Prohibiting New Litigation by Plaintiff Without Judicial Approval – CR pg. 2082 (back dated);
- 14) Filed for Service of Process to all Defendants mailed May 11, 2018, File stamped May 15, 2018 & called clerk to not do this work,-CR pgs. 2083- 2089;
- 15) Plaintiff's Notice of Appeal & Docket Statement – CR. pgs. 2090- 2109;
- 16) Plaintiff's Request Finding of Fact & Conclusion of Law May 14, 2018 My 14,

- 2018, required.- CR. 2110 –2142 (Void Judgments & CPRC Chapter 11);
- 17) Danyelle Turner filed Notice of Appeal May 14, 2018 wrong date – CR pgs. 2143 – 2144;
- 18) Response by Defendants' Attorneys to Finding of fact & Conclusion of law – CR pgs. 2145 – 2147;
- 19) Communications with Court of Appeals – CR pgs. 2148=2151;
- 20) Collin County Court letter shows date of Court of Appeal to grant more time for Court Record By Danyelle Turner extension on Court Record for manipulation with no answers for finding of fact & Conclusion of Law – CR pgs. 2152;
- 21) Court Record Submitted – CR. pg. 2153;
- 22) Court Record Payment by In forma Pauperis approved by Collin County Court- CR 2154; (See Collin County Court Approval Pg. 42 in same lawsuit when filed & then refused by trespasser Judge Bender after filed Appeal to keep out of Court Record with no notice to Plaintiff / Appellant as not turned over to Court of Appeals into this Court Record in retaliation by criminal, corrupt, trespasser Judge Bender with no authority, treason against U.S. Constitution & Texas Constitution
- 23) Sensitive Data Court Records sealed, were not done – CR pgs. 2155 -2157; Known no payment as approved In Forma Pauperis in case, so false statement to Court of Appeals Court- CR pg. 2158 by Court Record Keeper, Danyelle Turner to mislead Court to blame Plaintiff for delays to tamper with Court Record in Appeal & known by Stacy Kemp;
- 24) Plaintiff files Response & Objections to Defendants Objection to finding of fact & Conclusion of Law - CR pgs. 2159 – 2191;
- 25) Court of Appeals communications – CR pgs. 2192-2195; Writ of Mandamus Memorandum Opinion - CR pgs. 2196 – 2197 – 2200;
- 26) Court of Appeals list & proof of some conspiracy parties. Judge Mazzant (federal) Courts & Cases missing in Judge Paul Raleeh Court, Judge Barnett Walker, First Regional Administrative Judge Mary Murphy, Prosperity Bank, et al are missing from list by Ms. Matz – CR pgs. 2198- 2199- 2201 – 2202;
- 27) Jennifer K. Corley Contest of Court Reporter – CR pg. 2203; Missing Court Order – CR. pg. 2204; Clerks Certificate for Appeal by Danyelle Turner & Stacy Kemp missing Court Records in all Courts- CR pg. 2205;

#4

EXHIBIT A-2

CAUSE NO. 01-SC-16-00165

DARLENE AMRHEIN	§	IN JUSTICE OF THE PEACE
	§	
vs.	§	PRECINCT 1
	§	
DAVID SCHROEDER	§	COLLIN COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCOVERY

COMES NOW, Plaintiff **DARLENE AMRHEIN**, hereinafter referred to as "Plaintiff,"
complaining of **DAVID SCHROEDER**, hereinafter referred to as "Defendant."

I.
DISCOVERY CONTROL PLAN

Plaintiff requests that this cause be governed by a discovery control plan whereby
discovery is conducted under Level 1.

II.
PARTIES

Plaintiff resides in Collin County, Texas and is a citizen of Texas.

Defendant **DAVID SCHROEDER** resides in Dallas County, Texas and may be served
with process at his place of business located at 2001 Bryan Street, Suite 150, Dallas, Texas
75201.

III.
FACTS

Defendant moved into Plaintiff's residence, located at 100 Winsley Circle, McKinney,
Texas, in November of 2014. Defendant agreed to pay Plaintiff the sum of \$200 per month, from
month to month, for rent, utilities, and other miscellaneous expenses. Defendant failed to pay
the agreed upon \$200 from November, 2014 – February, 2015.

Plaintiff owned and possessed the following personal property:

1. Ray ban sunglasses;
2. Silver cross and chain;
3. GO Bible and quilted case;
4. St. Jude Medal;
5. Personal pictures;
6. Andrea Bocelli concert tickets;
7. Two ties;
8. Two shirts;
9. Sweat suit;
10. Brown jacket;
11. Nicoderm patches;
12. Various bottles of wine;
13. Picture frame;
14. Blue lunch bag; and
15. Blue thermos.

Defendant wrongfully exercised dominion or control over the property to the exclusion of and inconsistent with Plaintiff's rights. Plaintiff has demanded return of the property and Defendant has refused to return said property.

IV. CAUSES OF ACTION AGAINST DEFENDANT

Plaintiff would show that at the time and on the occasion complained of, Defendant agreed to pay Plaintiff the sum of \$200.00 per month for rent, utilities, and other miscellaneous expenses. Defendant has failed to pay Plaintiff for four months as described above.

Plaintiff would show that at the time and on the occasion complained of, Defendant converted Plaintiff's personal property for his own use and has failed to return said property despite demand.

Each of these acts and omissions, singularly or in combination with others, constituted failure to pay rent and conversion which proximately caused the occurrence made the basis of Plaintiff's action and Plaintiff's damages.

V.
DAMAGES

Plaintiff alleges that as a direct and proximate result of the conduct and/or acts and/or omissions of the Defendant listed above, Plaintiff is entitled to recover at least unpaid rents in the amount of \$800.00 and damages for conversion of her personal property in an amount of at least \$1,500.00.

VI.
VENUE

Venue is proper in Collin County, Texas as the events giving rise to this suit occurred in Collin County, Texas.

VII.
REQUEST FOR DISCLOSURES

Pursuant to TRCP 194, Defendant herein is requested to disclose, within 50 days of the service of this Petition and request, the information and/or material described in Rule 194.2(a) through (k).

VIII.
REQUEST FOR ADMISSIONS

Pursuant to Rule 198 of the Texas Rules of Civil Procedure, Plaintiff serves the following Request for Admissions to Defendant. Defendant is requested to respond fully, in writing, and in

accordance with Rule 198 of the Texas Rules of Civil Procedure. The admissions requested are to be responded to fifty (50) days after service of this request. The failure to answer within the prescribed period may result in the Admissions being deemed admitted by the aforementioned Court. If you fail to admit a matter upon which Plaintiff later has to prove at her expense, you may have to pay for the costs of such proof if you do not have good cause for admitting the request when such request was served.

ADMISSION NO. 1: Admit you agreed to pay Plaintiff \$200.00 per month in rent.

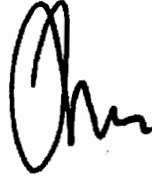
**XIII.
PRAYER**

WHEREFORE, Plaintiff prays that Defendant be cited to appear and answer, and that on final trial, the Court render judgment in favor of Plaintiff, consisting of:

- a. Damages, actual, special, and otherwise;
- b. Punitive and/or exemplary damages;
- c. Costs of court;
- d. Both pre-judgment and post-judgment interest at the maximum legal rate;
- e. For such other and further relief both general and special, at law and in equity, to which Plaintiff may be justly entitled.

Respectfully submitted,

WORMINGTON & BOLLINGER



By: _____

Lennie F. Bollinger

State Bar No. 24076894

212 East Virginia Street
McKinney, Texas 75069
(972) 569-3930 Phone
(972) 547-6440 Facsimile
E-Mail: lb@wormingtonlegal.com

EXHIBIT A-3

Cause Number 01-SC-16-00165
(Complete the heading so that it looks exactly like the Petition)

DARLENE ANDRHEIN
Plaintiff (Print Full Name)

In the (check one):

PRECINCT 1
Court Number

- ☐ District Court
☐ County Court at Law
☒ Justice Court (JP)

VS

DAVID A. SCHROEDER
Defendant (Print Full Name)

COLLIN County, Texas

Defendant's Answer

WARNING: Talk to a lawyer before filling out this form. You may accidentally give up important legal rights if you file this form with the Court without first talking to a lawyer. For help finding a lawyer, call your local lawyer referral service. If you do not have enough money to hire a lawyer to take your whole case, you can hire a lawyer just to give you advice and help you fill-out this form. This is called Limited Scope Representation. You may also be able to talk to a lawyer for free at a legal advice clinic. For help finding a free legal advice clinic go to www.TexasLawHelp.org.

INSTRUCTIONS: If you decide to use this *Defendant's Answer* form:

- Fill it out completely and sign it.
- File (turn in) your completed answer form at the Courthouse where the *Petition* was filed.
- It does not cost anything to file an answer.
- If you have been served, you have a limited time to file an answer. Counting from the day you were served, you have 20 days plus the following Monday, at 10 a.m. to file an answer. If you do not file an answer by the deadline, the Plaintiff can ask the court to enter a default judgment against you.
- Keep a copy of your answer for your records.
- Send a copy to the Plaintiff's lawyer or to the Plaintiff if s/he is not represented by a lawyer.

1. Defendant's Information

My name is DAVID A. SCHROEDER. I am the Defendant in this Case.
(PRINT your full name.)

The last three numbers of my driver's license number are 9 5 6. My driver's license was issued in (State) TEXAS.

Or ☐ I do not have a driver's license number.

The last three numbers of my social security number are 1 2 5.

Or ☐ I do not have a social security number.

2. General Denial

Texas Rules of Civil Procedure Rule 92

I enter a general denial.

I request notice of all hearings in this case.

3. Specific Pleas Made Under Penalty of Perjury

Read Texas Rules of Civil Procedure Rule 93 for a list of specific pleas that must be verified or made under penalty of perjury. Ask a lawyer which specific pleas apply to your case.

I make the following specific pleas under penalty of perjury:

ALL ITEMS PLAINTIFF LISTS WERE GIVEN AS GIFTS.
ITEM LISTED IS IN PLAINTIFF'S POSSESSION. (JACKET)
PLAINTIFF WAS ASKED MORE THAN 4 TIMES TO RETURN
ALL ITEMS TO THE STORES WHERE SHE PURCHASED
IN NO CASE WAS THERE ANY CONVERSION OF
PLAINTIFF'S PERSONAL PROPERTY
PLAINTIFF PURCHASED ALL ITEMS ON HER OWN
INITIATION. I DID NOT ASK FOR ANYTHING LISTED
OR PURCHASED. I WAS NOT CONSULTED OR
PRESENT WITH PLAINTIFF ON ANY PURCHASE

4. Affirmative Defenses

Read Texas Rules of Civil Procedure Rule 94 for a list of affirmative defenses. Ask a lawyer which affirmative defenses apply to your case.

Note: An affirmative defense is an independent reason that the Plaintiff should not win the lawsuit. If an affirmative defense is successful you could win the lawsuit, even if what the Plaintiff says is true. If you file an answer and do not claim an affirmative defense, you may forever give up that defense.

I claim the affirmative defenses checked below:

- | | | |
|--|---|---|
| <input type="checkbox"/> accord and satisfaction | <input type="checkbox"/> estoppel | <input type="checkbox"/> license |
| <input type="checkbox"/> arbitration and award | <input type="checkbox"/> failure of consideration | <input type="checkbox"/> release |
| <input type="checkbox"/> assumption of risk | <input type="checkbox"/> fraud | <input type="checkbox"/> res judicata |
| <input type="checkbox"/> contributory negligence | <input type="checkbox"/> illegality | <input type="checkbox"/> statute of frauds |
| <input type="checkbox"/> discharge in bankruptcy | <input type="checkbox"/> injury to fellow servant | <input type="checkbox"/> statute of limitations |
| <input checked="" type="checkbox"/> duress | <input type="checkbox"/> laches | <input type="checkbox"/> waiver |

☐ I already paid the debt sued for. I paid \$ _____ to _____
on _____ (date) by _____ (check, cash, etc.)

Write any other details regarding payment of the debt here:

☒ I also claim these additional affirmative defenses:

HARRASSMENT MARCH 2015 - MAY 2016
FEDEx MAIL AND BOXES UNWANTED - EVIDENCE TO SUPPORT
COST TO RETAIN A LICENSED PRIVATE DETECTIVE
UNWANTED TEXT EMAIL AND WRITTEN CORRESPONDENCE -
FRIDGES BRANCH TEXAS POLICE REPORTS - EVIDENCE TO
SUPPORT

Cause No. 01-SC-16-00165

Addendum to General Denial, Section 4, Affirmative Defenses:

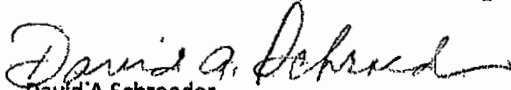
As evidence to the above Affirmative Defenses, I, David A Schroeder, will provide to the court the following information:

- All email messages received from the plaintiff from March 2015 sent to defendant to personal and business email.
- Copies of all text messages received from plaintiff from March 2015 through June 2015 or until blocked.
- A copy of the comprehensive narrative run by Brad Perkins, Texas Licensed Private Investigator, AKA, Your Eye Investigations.
- Copies of all regular mail, FedEx, and packages sent unsolicited to the defendant by the plaintiff at my home, PO Box, part-time job, and subsequent full time employer.
- Copies of two (2) of four (4) police reports from the Farmers Branch, Texas Police Department.
- Other related text messages to a third party as evidence of the chronic behavior of the plaintiff.
- One or more boxes of items sent by the plaintiff to the defendant, unsolicited and unwanted. These items will be primarily male oriented and as evidence and by default NOT a conversion of the plaintiff's personal property.
- A written and signed letter to the plaintiff from my ex-wife who the plaintiff attempted to contact.

I respectfully request the court to deny any and all demands made by the Plaintiff based on evidentiary information introduced. There is no debt owed, this is simply another form of stalking in a long line of intrusions into my personal and business life.

In addition, Defendant requests a judgment in the amount of \$1,350.00 in fees incurred for defense, investigation and protection by Your Eye Investigations. And an additional sum of \$2,000.00 in compensatory damages for invasion of privacy, loss of peace in Defendants personal life and intrusion into Defendants place(s) of business.

I respectfully request that the court grant me relief from fifteen (15) months of harassment from the Plaintiff and issue a court ordered restraining order.


David A Schroeder

05/12/15

I reserve the right to file an Amended Defendant's Answer with the Court to plead additional verified pleas, affirmative defenses and claims, cross-claims or third-party claims, as applicable, after further investigation and discovery.

5. Request for Judgment

I ask that Plaintiff take nothing from this lawsuit. I ask for costs of court. I ask for such other and further relief, at law or in equity, to which I may be justly entitled.

Respectfully submitted,

David A. Schroeder
Defendant's Signature
Date 5/12/16
DAVID A. SCHROEDER
Defendant's Printed Name
Phone 214-695-0490
P.O. Box 803093 DALLAS TX 75380
Mailing Address City State Zip
Email: DASCHRO@YAHOO.COM Fax # (if available)

I understand that I must let the Court, the Plaintiff's lawyer (or the Plaintiff if the Plaintiff does not have a lawyer), and any other party or lawyer in this case know in writing if my mailing address or email address changes during this case. If I don't, any notices about this case will be sent to me at the mailing address or email address on this form.

6. Unsworn Declaration Made Under Penalty of Perjury

I make this unsworn declaration under penalty of perjury in place of verification as allowed by Texas Civil Practices and Remedies Code Section 132.001.

My name is: DAVID A. SCHROEDER
First Middle Last

My date of birth is: 09/05/1947
Month Day Year

My address is: PO Box 803093 DALLAS TX 75380 USA
Street Address City State Zip Code Country

I declare under penalty of perjury that: 1) I am the Defendant in this case, 2) I have read this Defendant's Answer, and 3) the statements in this Defendant's Answer are within my personal knowledge and are true and correct. I understand that it is a crime to lie on this form.

Formally signed under penalty of perjury in DALLAS County, TX
County State

on this date: 05/12/2016
Month Day Year

David A. Schroeder
Defendant's Signature

7. Certificate of Service

I certify that a copy of this document was delivered to the Plaintiff's lawyer or the Plaintiff (if the Plaintiff does not have a lawyer) on the same day this document was filed with (turned in to) the Court as follows: (Check one.)

☐ through the electronic file manager if this document is being filed electronically

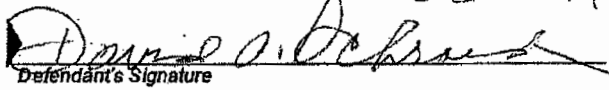
☐ by certified mail, return receipt requested

☐ by fax, to fax # _____

☐ by personal delivery

☒ by email to this email address:

db2LISTKERR1@TX.PR.COM
db21946@YAHOO.COM (2)


Defendant's Signature

Date

05/18/2016

Cause No. 01-SC-16-00165

Regarding Admission 1, Section VIII in the above numbered action:

I, David A Schroeder, DO NOT ADMIT to any agreement, spoken or written in which I agreed to pay the Plaintiff \$200.00 per month in rent. The ONLY conversation we had regarding a financial obligation on my part took place via telephone in September of 2014; a full two (2) months prior to the start date of my stay at her home. At that time the plaintiff stated she only "might" want a utility offset of no more than \$100.00 per month. Plaintiff knew I was unemployed except for part-time jobs, I had lost my residence and had my vehicle repossessed. Plaintiff offered a "helping hand" as plaintiff put it.

I offered to pay the plaintiff on three (3) separate occasions. Each time plaintiff refused payment.

During the time period that I stayed at plaintiff's home I was ejected three (3) times without notice.

- Christmas day via text/email.
- February, on or about the 10th of the month at night while on my way back from a part-time job, again via text/email/Private Message.
- March 3rd or 4th. At which time I left all items she had given as gifts behind excepting items in my car, the cleaners, or at my job.

During those abrupt evictions my motel costs far exceed Plaintiffs offset for utilities. Plaintiff had opportunity to accept payment when offered three (3) times, or to ask for payment at any point prior to the three (3) separate evictions.

As to "conversion" of her personal property, plaintiff required I sign and have notarized a form releasing any and all claims that plaintiff imagined I might have to her personal property and residence. I did so. I wanted nothing from the plaintiff. I only needed a place to sleep at night.


David A Schroeder

05/12/2016

EXHIBIT A-4

Filters Used:

Email Report

Form Format

Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

I look forward to hearing from you and I hope you're doing well.

Lennie F. Bollinger
Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
972-569-3930 (office)
972-547-6440 (fax)
214-202-1104 (cell)
214-580-8298 (direct fax)
www.wormingtonlegal.com

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Date	9/30/2016	Time	4:17PM	4:17PM	Duration	0.00 (hours)	Code	
Subject	Re: Darlene Amrhein v. David Schroeder Case						Staff	Cathy Ladebauche
Client	Darlene Amrhein		MatterRef		Amrhein v Schroeder		MatterNo 16-###	
From	Lennie Bollinger							
To	winsley112@yahoo.com							
CC To	Cathy Thompson							
BCC To								
Reminders	(days before) Follow N Done N Notify N Hide N Trigger N Private N Status							
Custom1					Custom3			
Custom2					Custom4			

Darlene,

The court moved the trial date to December based on a filing by Mr. Schroeder. Attached is the order. He did not provide us a copy of the filing as required so I am not sure what he said to get the court to move the trial date. We are still trying to get a mediation scheduled. I will let you know when we've narrowed down mediators and dates. Thanks.

Lennie F. Bollinger
Wormington & Bollinger
212 E. Virginia Street

Filters Used:

Email Report

Form Format

Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

McKinney, Texas 75069

972-569-3930 (office)

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From: winsley112@yahoo.com <winsley112@yahoo.com>
Sent: Tuesday, September 6, 2016 9:55 PM
To: Lennie Bollinger
Subject: Re: Darlene Amrhein v. David Schroeder Case

That is good. Maybe a family mediator, who understands relationships?

Could you not do it at the law firm?

On Tuesday, September 6, 2016 8:53 PM, Lennie Bollinger
<LB@Wormingtonlegal.com> wrote:

I spoke with him to inquire if he was agreeable to mediation. He is. I have been thinking to myself who is a good mediator for this type of case. We don't need court approval for anything related to mediation.

Lennie F. Bollinger

Filters Used:

Email Report

Form Format

Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

Wormington & Bollinger

212 E. Virginia Street

McKinney, Texas 75069

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214-580-8298 (direct fax)

www.wormingtonlegal.com

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From: winsley112@yahoo.com <winsley112@yahoo.com>

Sent: Tuesday, September 6, 2016 8:40 PM

To: Lennie Bollinger

Subject: Re: Darlene Amrhein v. David Schroeder Case

Through Court or talking to him personally? Does Court have to rule on it ?

Thanks,

Darlene

On Tuesday, September 6, 2016 8:11 PM, Lennie Bollinger
<LB@Wormingtonlegal.com> wrote:

Filters Used:

Email Report

Form Format

Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

We are trying to schedule a mediation.

Lennie F. Bollinger

Wormington & Bollinger

212 E. Virginia Street

McKinney, Texas 75069

972-569-3930 (office)

972-547-6440 (fax)

214-202-1104 (cell)

214-580-8298 (direct fax)

www.wormingtonlegal.com

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From: winsley112@yahoo.com <winsley112@yahoo.com>
Sent: Thursday, August 25, 2016 5:06 PM
To: Lennie Bollinger
Subject: Darlene Amrhein v. David Schroeder Case

Hi Lennie,

Can you give me an update?

Has Mr. Schroeder refused mediation?

Filters Used:

Email Report

Form Format

Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

Thanks for your help.

Darlene Amrhein

Date 9/26/2016 Time 8:39PM 8:39PM Duration 0.00 (hours) Code
Subject Fw: Darlene Amrhein v. David Schroeder Case Staff Cathy Ladebauche
Client Darlene Amrhein MatterRef Amrhein v Schroeder MatterNo 16-###
From Lennie Bollinger
To Cathy Thompson
CC To
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status
Custom1 Custom3
Custom2 Custom4

Darlene new email addy

Lennie F. Bollinger
Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
972-569-3930 (office)
972-547-6440 (fax)
214-202-1104 (cell)
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From: winsley112@yahoo.com <winsley112@yahoo.com>
Sent: Tuesday, September 6, 2016 9:55 PM
To: Lennie Bollinger
Subject: Re: Darlene Amrhein v. David Schroeder Case

That is good. Maybe a family mediator, who understands relationships?

Filters Used:

Email Report

Form Format

Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

Could you not do it at the law firm?

On Tuesday, September 6, 2016 8:53 PM, Lennie Bollinger
<LB@Wormingtonlegal.com> wrote:

I spoke with him to inquire if he was agreeable to mediation. He is. I have been thinking to myself who is a good mediator for this type of case. We don't need court approval for anything related to mediation.

Lennie F. Bollinger
Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
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From: winsley112@yahoo.com <winsley112@yahoo.com>
Sent: Tuesday, September 6, 2016 8:40 PM
To: Lennie Bollinger
Subject: Re: Darlene Amrhein v. David Schroeder Case

Through Court or talking to him personally? Does Court have to rule on it?

Thanks,

Darlene

On Tuesday, September 6, 2016 8:11 PM, Lennie Bollinger
<LB@Wormingtonlegal.com> wrote:

We are trying to schedule a mediation.

Lennie F. Bollinger
Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
972-569-3930 (office)
972-547-6440 (fax)
214-202-1104 (cell)
214-580-8298 (direct fax)

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Date Printed: 1/09/2018

Time Printed: 8:41AM

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Sent from my iPhone
Lennie F. Bollinger
Wormington & Bollinger
212 East Virginia Street
McKinney, Texas 75069
972 569 3930
214 580 8298 (direct fax)
972 547 6440 (fax)
Lb@wormingtonlegal.com
www.wormingtonlegal.com

On Dec 1, 2016, at 8:24 PM, "winsley112@yahoo.com" <winsley112@yahoo.com> wrote:

Please let me know because I am in pain & need this surgery.

Thanks,

Darlene

On Thursday, December 1, 2016 8:18 PM, Lennie Bollinger
<LB@Wormingtonlegal.com> wrote:

We will confirm tomorrow. Let us handle scheduling.

Sent from my iPhone
Lennie F. Bollinger
Wormington & Bollinger
212 East Virginia Street
McKinney, Texas 75069
972 569 3930
214 580 8298 (direct fax)
972 547 6440 (fax)
Lb@wormingtonlegal.com
www.wormingtonlegal.com

On Dec 1, 2016, at 8:06 PM, "winsley112@yahoo.com" <winsley112@yahoo.com> wrote:

On Thursday, December 1, 2016 3:13 PM, Jennifer Calhoun
<calhounjennifer@sbcglobal.net> wrote:

I just booked the 14th at 1:30 to 3 p.m. for a small matter. They cannot come
in the morning.
You can come at 3 pm and we can work until 7 on the 14th or we have the 13,
20,21,22 and 23rd in the afternoon available. I also have December 7th morning and
afternoon available.
Please advise.
Jennifer

From: winsley112@yahoo.com [mailto:winsley112@yahoo.com]
Sent: Thursday, December 1, 2016 1:05 PM
To: partiesinformation@gmail.com

Filters Used:

Email Report

Form Format

Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

Subject: Mediation December 14, 2016 1:30 PM

Hi Jennifer,

Could I request a mediator for relationship, divorce, family
issues & debt division for this case?

Thanks,

Darlene Amrhein

Date 12/01/2016 Time 8:18PM 8:18PM Duration 0.00 (hours) Code
Subject Re: Mediation December 14, 2016 1:30 PM Not available Staff Cathy Ladebauche
Client Darlene Amrhein MatterRef Amrhein v Schroeder MatterNo 16-###
From Lennie Bollinger
To winsley112@yahoo.com
CC To Cathy Thompson
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status
Custom1 Custom3
Custom2 Custom4

We will confirm tomorrow. Let us handle scheduling.

Sent from my iPhone
Lennie F. Bollinger
Wormington & Bollinger
212 East Virginia Street
McKinney, Texas 75069
972 569 3930
214 580 8298 (direct fax)
972 547 6440 (fax)
Lb@wormingtonlegal.com
www.wormingtonlegal.com

On Dec 1, 2016, at 8:06 PM, "winsley112@yahoo.com" <winsley112@yahoo.com> wrote:

On Thursday, December 1, 2016 3:13 PM, Jennifer Calhoun

Filters Used:

Email Report

Form Format

Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

<calhounjennifer@sbcglobal.net> wrote:

I just booked the 14th at 1:30 to 3 p.m. for a small matter. They cannot come in the morning.

You can come at 3 pm and we can work until 7 on the 14th or we have the 13, 20,21,22 and 23rd in the afternoon available. I also have December 7th morning and afternoon available.

Please advise.

Jennifer

From: winsley112@yahoo.com [mailto:winsley112@yahoo.com]

Sent: Thursday, December 1, 2016 1:05 PM

To: partiesinformation@gmail.com

Subject: Mediation December 14, 2016 1:30 PM

Hi Jennifer,

Could I request a mediator for relationship, divorce, family

issues & debt division for this case ?

Thanks,

Darlene Amrhein

Date	12/01/2016	Time	8:01PM	8:01PM	Duration	0.00 (hours)	Code	
Subject	Re: Schroeder						Staff	Cathy Ladebauche
Client	Darlene Amrhein			MatterRef	Amrhein v Schroeder			MatterNo 16-###
From	Lennie Bollinger							
To	winsley112@yahoo.com							
CC To	Cathy Thompson							
BCC To								
Reminders	(days before) Follow			N	Done	N	Notify	N
				N	Hide	N	Trigger	N
				N	Private	N	Status	
Custom1							Custom3	
Custom2							Custom4	

They did as of 4pm today

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Printed By: CAL

Sent from my iPhone
Lennie F. Bollinger
Wormington & Bollinger
212 East Virginia Street
McKinney, Texas 75069
972 569 3930
214 580 8298 (direct fax)
972 547 6440 (fax)
Lb@wormingtonlegal.com
www.wormingtonlegal.com

On Dec 1, 2016, at 7:59 PM, "winsley112@yahoo.com" <winsley112@yahoo.com> wrote:

They don't have the 19th available at Dispute Mediation.

On Thursday, December 1, 2016 7:46 PM, "winsley112@yahoo.com" <winsley112@yahoo.com> wrote:

The charge is \$100.00 each party.

On Thursday, December 1, 2016 6:16 PM, Lennie Bollinger <LB@Wormingtonlegal.com> wrote:

Everyone is available Dec. 19 at 2:30. Are you?

Lennie F. Bollinger
Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
972-569-3930 (office)
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From: winsley112@yahoo.com <winsley112@yahoo.com>
Sent: Wednesday, November 30, 2016 2:15 PM
To: Lennie Bollinger
Subject: Re: Schroeder

The lady's name at Dispute Mediation Services is
Jennifer Calhoun at 469-831-3994 for Dec. 7, 2016 at 1:30 PM
for \$100.00. Received her email.

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On Wednesday, November 30, 2016 2:09 PM, "winsley112@yahoo.com" <winsley112@yahoo.com> wrote:

Sent email to Dispute Mediation for reservation to hold space.

Darlene

On Wednesday, November 30, 2016 1:50 PM, "winsley112@yahoo.com" <winsley112@yahoo.com> wrote:

SOS Lennie,
Dispute Mediation Services \$100.00
Telephone 469-831-3994
Dec. 7, 2016 at 1:30 PM
We must call to reserve today. Payment at time of service.
Booked but was a cancellation.

Thanks Darlene

On Wednesday, November 30, 2016 10:01 AM, "winsley112@yahoo.com" <winsley112@yahoo.com> wrote:

Hi Lennie,

Thank you for the updates on each item, since new at this.
I have requested a Thumbtack search for mediator with quotes between McKinney & Dallas, which I should receive within 48 hours.

I agree as to the \$100.00 fee, due to small claims & money I don't have due to all the damages.

Within a few days I will need to schedule at least one surgery if possible.

As soon as I get some quotes & names I will email you back for set up.

Thanks,

Darlene

On Tuesday, November 29, 2016 10:46 PM, Lennie Bollinger <LB@Wormingtonlegal.com> wrote:

Darlene,

I have received your emails. Below are my comments:

1. You have nothing to be concerned about regarding him "using your words against you from mediation." Mediation is confidential. What is said at mediation cannot be discussed at trial.

2. You have nothing to be concerned about us not filing a written answer to his

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counter claims. Texas Rule of Civil Procedure 92 states, "When a counterclaim or cross-claim is served upon a party who has made an appearance in the action, the party so served, in the absence of a responsive pleading, shall be deemed to have pleaded a general denial of the counterclaim or cross-claim." This means we have a general denial without filing anything. He cannot take a default against you for the counter claim.

3. Because the amount of your damages and to limit costs, we filed your case in small claims court. In small claims court you must ask the judge to serve written discovery. I can do so but we must file a motion to tell the judge what discovery we need and why. I do not believe we need any discovery. All the issues in your case involve verbal agreements, not written agreements.

4. My delay in scheduling mediation is that I am trying to find a good mediator for our case at a low cost. The cheapest I have found so far is \$300/person. Given the amounts in dispute in this case I would like to find someone to mediate the case for \$100/person. Do you have any mediators in mind who charge in the \$100 range? Are you willing to pay \$300 to a mediator? If we can get mediation details arranged I would like to schedule it the week of trial and move trial by 30 days. The judge should have no issue moving the trial date if a mediation is scheduled.

I look forward to hearing from you and I hope you're doing well.

Lennie F. Bollinger
Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
972-569-3930 (office)
972-547-8440 (fax)
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Cathy Thompson
Paralegal to Lennie F. Bollinger

Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
(972) 569 -3930
(972) 547 -6440 facsimile
cathy@wormingtonlegal.com

From: winsley112@yahoo.com [mailto:winsley112@yahoo.com]
Sent: Wednesday, November 30, 2016 4:24 PM
To: Cathy Thompson <Cathy@Wormingtonlegal.com>
Subject: Re: Schroeder

Dispute Mediation has December 14 th at 1:30 PM.

Darlene

On Wednesday, November 30, 2016 3:53 PM, Cathy Thompson
<Cathy@Wormingtonlegal.com> wrote:

Mr. Bollinger is available December 13th and 14th.

Cathy Thompson
Paralegal to Lennie F. Bollinger

Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
(972) 569 -3930
(972) 547 -6440 facsimile
cathy@wormingtonlegal.com

From: Lennie Bollinger
Sent: Wednesday, November 30, 2016 3:50 PM
To: winsley112@yahoo.com
Cc: Cathy Thompson <Cathy@Wormingtonlegal.com>
Subject: Re: Schroeder

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I'm on vacation dec 3-10. Cathy, send Darlene dates for week of dec. 12 I could mediate.

Sent from my iPhone

Lennie F. Bollinger

Wormington & Bollinger

212 East Virginia Street

McKinney, Texas 75069

972 569 3930

214 580 8298 (direct fax)

972 547 6440 (fax)

Lb@wormingtonlegal.com

www.wormingtonlegal.com

On Nov 30, 2016, at 2:18 PM, "winsley112@yahoo.com" <winsley112@yahoo.com> wrote:

The lady's name at Dispute Mediation Services is

Jennifer Calhoun at 469-831-3994 for Dec. 7, 2016 at 1:30 PM

for \$100.00. Received her email.

On Wednesday, November 30, 2016 2:09 PM, "winsley112@yahoo.com" <winsley112@yahoo.com> wrote:

Sent email to Dispute Mediation for reservation to hold space.

Darlene

On Wednesday, November 30, 2016 1:50 PM, "winsley112@yahoo.com" <winsley112@yahoo.com> wrote:

SOS Lennie,

Filters Used:

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Date Printed: 1/09/2018

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Dispute Mediation Services \$100.00

Telephone 469-831-3994

Dec. 7, 2016 at 1:30 PM

We must call to reserve today. Payment at time of service.

Booked but was a cancellation.

Thanks Darlene

On Wednesday, November 30, 2016 10:01 AM, "winsley112@yahoo.com" <winsley112@yahoo.com> wrote:

Hi Lennie,

Thank you for the updates on each item, since new at this.

I have requested a Thumbtack search for mediator with quotes

between McKinney & Dallas, which I should receive within 48 hours.

I agree as to the \$100.00 fee, due to small claims & money I don't have due to all the damages.

Within a few days I will need to schedule at least one surgery if possible.

As soon as I get some quotes & names I will email you back for set up.

Thanks,

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Darlene

On Tuesday, November 29, 2016 10:46 PM, Lennie Bollinger
<LB@Wormingtonlegal.com> wrote:

Darlene,

I have received your emails. Below are my comments:

1. You have nothing to be concerned about regarding him "using your words against you from mediation." Mediation is confidential. What is said at mediation cannot be discussed at trial.
2. You have nothing to be concerned about us not filing a written answer to his counter claims. Texas Rule of Civil Procedure 92 states, "When a counterclaim or cross-claim is served upon a party who has made an appearance in the action, the party so served, in the absence of a responsive pleading, shall be deemed to have pleaded a general denial of the counterclaim or cross-claim." This means we have a general denial without filing anything. He cannot take a default against you for the counter claim.
3. Because the amount of your damages and to limit costs, we filed your case in small claims court. In small claims court you must ask the judge to serve written discovery. I can do so but we must file a motion to tell the judge what discovery we need and why. I do not believe we need any discovery. All the issues in your case involve verbal agreements, not written agreements.
4. My delay in scheduling mediation is that I am trying to find a good mediator for our case at a low cost. The cheapest I have found so far is \$300/person. Given the amounts in dispute in this case I would like to find someone to mediate the case for \$100/person. Do you have any mediators in mind who charge in the \$100 range? Are you willing to pay \$300 to a mediator? If we can get mediation details arranged I would like to schedule it the week of trial and move trial by 30 days. The judge should have no issue moving the trial date if a mediation is scheduled.

I look forward to hearing from you and I hope you're doing well.

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Time Printed: 8:41AM

Printed By: CAL

Darlene

On Tuesday, November 29, 2016 10:46 PM, Lennie Bollinger
<LB@Wormingtonlegal.com> wrote:

Darlene,

I have received your emails. Below are my comments:

1. You have nothing to be concerned about regarding him "using your words against you from mediation." Mediation is confidential. What is said at mediation cannot be discussed at trial.
2. You have nothing to be concerned about us not filing a written answer to his counter claims. Texas Rule of Civil Procedure 92 states, "When a counterclaim or cross-claim is served upon a party who has made an appearance in the action, the party so served, in the absence of a responsive pleading, shall be deemed to have pleaded a general denial of the counterclaim or cross-claim." This means we have a general denial without filing anything. He cannot take a default against you for the counter claim.
3. Because the amount of your damages and to limit costs, we filed your case in small claims court. In small claims court you must ask the judge to serve written discovery. I can do so but we must file a motion to tell the judge what discovery we need and why. I do not believe we need any discovery. All the issues in your case involve verbal agreements, not written agreements.
4. My delay in scheduling mediation is that I am trying to find a good mediator for our case at a low cost. The cheapest I have found so far is \$300/person. Given the amounts in dispute in this case I would like to find someone to mediate the case for \$100/person. Do you have any mediators in mind who charge in the \$100 range? Are you willing to pay \$300 to a mediator? If we can get mediation details arranged I would like to schedule it the week of trial and move trial by 30 days. The judge should have no issue moving the trial date if a mediation is scheduled.

I look forward to hearing from you and I hope you're doing well.

Lennie F. Bollinger
Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
972-569-3930 (office)
972-547-6440 (fax)
214-202-1104 (cell)
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distribution, or copying of the communication is strictly prohibited. If you have received this communication in error, please immediately notify us by return email or telephone at 972-569-3930.

Date 11/29/2016 Time 10:46PM 10:46PM Duration 0.00 (hours) Code
Subject **Schroeder** Staff **Cathy Ladebauche**
Client **Darlene Amrhein** MatterRef **Amrhein v Schroeder** MatterNo **16-###**
From **Lennie Bollinger**
To **winsley112@yahoo.com**
CC To **Cathy Thompson**
BCC To
Reminders (days before) Follow ☐ Done ☐ Notify ☐ Hide ☐ Trigger ☐ Private ☐ Status
Custom1 Custom3
Custom2 Custom4

Darlene,

I have received your emails. Below are my comments:

1. You have nothing to be concerned about regarding him "using your words against you from mediation." Mediation is confidential. What is said at mediation cannot be discussed at trial.

2. You have nothing to be concerned about us not filing a written answer to his counter claims. Texas Rule of Civil Procedure 92 states, "When a counterclaim or cross-claim is served upon a party who has made an appearance in the action, the party so served, in the absence of a responsive pleading, shall be deemed to have pleaded a general denial of the counterclaim or cross-claim." This means we have a general denial without filing anything. He cannot take a default against you for the counter claim.

3. Because the amount of your damages and to limit costs, we filed your case in small claims court. In small claims court you must ask the judge to serve written discovery. I can do so but we must file a motion to tell the judge what discovery we need and why. I do not believe we need any discovery. All the issues in your case involve verbal agreements, not written agreements.

4. My delay in scheduling mediation is that I am trying to find a good mediator for our case at a low cost. The cheapest I have found so far is \$300/person. Given the amounts in dispute in this case I would like to find someone to mediate the case for \$100/person. Do you have any mediators in mind who charge in the \$100 range? Are you willing to pay \$300 to a mediator? If we can get mediation details arranged I would like to schedule it the week of trial and move trial by 30 days. The judge should have no issue moving the trial date if a mediation is scheduled.

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Printed By: CAL

From: winsley112@yahoo.com <winsley112@yahoo.com>
Sent: Thursday, December 8, 2016 2:01 PM
To: Lennie Bollinger
Subject: AMRHEIN V. SCHROEDER 01-SC-16-00165

Hi Lennie,

Do not want to bother you while on vacation, but knew you would need this information as soon as possible for above case number set for trial on Dec. 14, 2016 at 11:00 AM.

I would like to have you file a Motion For Continuance to Judge & Collin County Court.

Not for any mediation because that offer is withdrawn & impossible.

Motion to Continue to Reset Trial for Requested Discovery that was filed with the court in "Original Petition" and also due to "newly discovered" information of an "indispensable party" to this lawsuit.

I do not want to name person prior to service of citation to delay or prevent service.

If any questions let me know.

Thanks,

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recovery/outcomes, and other factors. You have told me you do not want to settle that you want a trial no matter what offer he makes.

Given the differing opinions you and I have on the strategy, potential outcomes, and claims that should be made it is likely best that I no longer represent you in this case. Please let me have your thoughts. I wish nothing but the best for you but feel we don't see eye to eye on the case and you'd be better served with someone who sees the case the way you do. Thanks.

Lennie F. Bollinger
Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
972-569-3930 (office)
972-547-6440 (fax)
214-202-1104 (cell)
214-580-8298 (direct fax)
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From: winsley112@yahoo.com <winsley112@yahoo.com>
Sent: Wednesday, December 14, 2016 5:28 PM
To: Lennie Bollinger
Subject: Amrhein v. Schroeder 01-SC-16-00165

Hi Lennie,

Just want to make sure about what we talked about this afternoon.

The Small Claims court will not hear fraud claims, tort actions, damages emotional distress & other related issues to this above case as prepared in the 42 pages I provided to you on Monday Dec. 12, 2016.

Is it that this case was filed in the wrong court?

There are laws on fraud, tort claims, theft & emotional distress, so why are we not making these claims against Mr. Schroeder?

What court will hear those claims?

Do you not file such claims in any of your cases?

You asked me to prepare a brief limited list.

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Has Mr. Schroeder asked for this limited list?

Does Mr. Schroeder know the case was continued to March 1, 2017?

I am trying to understand your position on this case. Maybe you can explain it a little further, so I understand the procedure & conversations you have had with Mr. Schroeder, before I prepare any lists.

How many times have you talked with Mr. Schroeder?
What was the conversation?

Why do you want to limit this case before the Judge?

You claimed no emotional distress claim, so why when you know what I have been through?

Is fraud, theft & damages not crimes in this case?

If this case is in the wrong court, then how will you change it?

Thanks for your clarification.

Darlene Amrhein

Date	12/13/2016	Time	12:20PM	12:20PM	Duration	0.00 (hours)	Code							
Subject	Re: Meeting with Mr. Bollinger						Staff	Cathy Ladebauche						
Client	Darlene Amrhein		MatterRef			Amrhein v Schroeder	MatterNo 16-###							
From	wlsley112@yahoo.com													
To	Cathy Thompson													
CC To														
BCC To														
Reminders	(days before)	Follow	N	Done	N	Notify	N	Hide	N	Trigger	N	Private	N	Status
Custom1						Custom3								
Custom2						Custom4								

Yes I Perfect See you then.

On Tuesday, December 13, 2016 12:10 PM, Cathy Thompson
<Cathy@Wormingtonlegal.com> wrote:

Would 3pm work?

Cathy Thompson
Paralegal to Lennle F. Bollinger

Filters Used:

Email Report

Form Format

Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
(972) 569 -3930
(972) 547 -6440 facsimile
cathy@wormingtonlegal.com

From: winsley112@yahoo.com [mailto:winsley112@yahoo.com]
Sent: Tuesday, December 13, 2016 12:06 PM
To: Cathy Thompson <Cathy@Wormingtonlegal.com>
Subject: Re: Meeting with Mr. Bollinger

Does he have anything earlier?

On Tuesday, December 13, 2016 9:59 AM, Cathy Thompson
<Cathy@Wormingtonlegal.com> wrote:

Would you be available at 4:00 pm tomorrow to meet with Mr. Bollinger?

Cathy Thompson
Paralegal to Lennle F. Bollinger

Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
(972) 569 -3930
(972) 547 -6440 facsimile
cathy@wormingtonlegal.com

Filters Used:

Email Report

Form Format

Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

Date 12/13/2016 Time 12:10PM 12:10PM Duration 0.00 (hours) Code
Subject RE: Meeting with Mr. Bollinger Staff Cathy Ladebauche
Client Darlene Amrhein MatterRef Amrhein v Schroeder MatterNo 16-###
From Cathy Thompson
To 'winsley112@yahoo.com'
CC To
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status
Custom1 Custom3
Custom2 Custom4

Would 3pm work?

Cathy Thompson
Paralegal to Lennie F. Bollinger

Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
(972) 569 -3930
(972) 547 -6440 facsimile
cathy@wormingtonlegal.com

From: winsley112@yahoo.com [mailto:winsley112@yahoo.com]
Sent: Tuesday, December 13, 2016 12:06 PM
To: Cathy Thompson <Cathy@Wormingtonlegal.com>
Subject: Re: Meeting with Mr. Bollinger

Does he have anything earlier?

On Tuesday, December 13, 2016 9:59 AM, Cathy Thompson
<Cathy@Wormingtonlegal.com> wrote:

Would you be available at 4:00 pm tomorrow to meet with Mr. Bollinger?

Cathy Thompson
Paralegal to Lennie F. Bollinger

Wormington & Bollinger
212 E. Virginia Street

Filters Used:

Email Report

Form Format

Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

McKinney, Texas 75069
(972) 569 -3930
(972) 547 -8440 facsimile
cathy@wormingtonlegal.com

Date 12/13/2016 Time 12:05PM 12:05PM Duration 0.00 (hours) Code
Subject Re: Meeting with Mr. Bollinger Staff Cathy Ladebauche
Client Darlene Amrhein MatterRef Amrhein v Schroeder MatterNo 16-###
From winsley112@yahoo.com
To Cathy Thompson
CC To
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status
Custom1 Custom3
Custom2 Custom4

Does he have anything earlier?

On Tuesday, December 13, 2016 9:59 AM, Cathy Thompson
<Cathy@Wormingtonlegal.com> wrote:

Would you be available at 4:00 pm tomorrow to meet with Mr. Bollinger?

Cathy Thompson
Paralegal to Lennie F. Bollinger

Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
(972) 569 -3930
(972) 547 -8440 facsimile
cathy@wormingtonlegal.com

Filters Used:

Email Report

Form Format

Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

Date 12/13/2016 Time 9:59AM 9:59AM Duration 0.00 (hours) Code
Subject Meeting with Mr. Bollinger Staff Cathy Ladebauche
Client Darlene Amrhein MatterRef Amrhein v Schroeder MatterNo 16-###
From Cathy Thompson
To winsley112@yahoo.com
CC To
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status

Custom1 Custom3
Custom2 Custom4

Would you be available at 4:00 pm tomorrow to meet with Mr. Bollinger?

Cathy Thompson
Paralegal to Lennie F. Bollinger

Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
(972) 569-3930
(972) 547-6440 facsimile
cathy@wormingtonlegal.com

Date 12/13/2016 Time 8:59AM 8:59AM Duration 0.00 (hours) Code
Subject Re: AMRHEIN V. SCHROEDER 01-SC-16-00165 Staff Cathy Ladebauche
Client Darlene Amrhein MatterRef Amrhein v Schroeder MatterNo 16-###
From Lennie Bollinger
To Cathy Thompson
CC To
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status

Custom1 Custom3
Custom2 Custom4

Late

Sent from my iPhone
Lennie F. Bollinger
Wormington & Bollinger
212 East Virginia Street
McKinney, Texas 75069
972 569 3930
214 680 8298 (direct fax)
972 547 6440 (fax)
Lb@wormingtonlegal.com

Filters Used:

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Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

www.wormingtonlegal.com

On Dec 13, 2016, at 8:52 AM, Cathy Thompson <Cathy@Wormingtonlegal.com> wrote:

Wednesday is open â€ would you prefer to meet with her late in the day or early in the day?

Cathy Thompson
Paralegal to Lennie F. Bollinger

Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
(972) 569-3930
(972) 547-6440 facsimile
cathy@wormingtonlegal.com

From: Lennie Bollinger
Sent: Monday, December 12, 2016 8:40 PM
To: Cathy Thompson <Cathy@Wormingtonlegal.com>
Subject: Fwd: AMRHEIN V. SCHROEDER 01-SC-16-00185

Sent from my iPhone

Lennie F. Bollinger

Wormington & Bollinger

212 East Virginia Street

McKinney, Texas 75069

972 569 3930

214 580 8298 (direct fax)

972 547 6440 (fax)

Lb@wormingtonlegal.com

www.wormingtonlegal.com

Begin forwarded message:

From: <winsley112@yahoo.com>
Date: December 12, 2016 at 8:04:58 PM CST
To: Lennie Bollinger <LB@Wormingtonlegal.com>

Filters Used:

Email Report

Form Format

Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

Subject: Re: AMRHEIN V. SCHROEDER 01-SC-16-00165

Reply-To: <winsley112@yahoo.com>

Ok !

On Monday, December 12, 2016 7:06 PM, Lennie Bollinger <LB@Wormingtonlegal.com> wrote:

Cathy will contact you tomorrow to schedule a time Wednesday. No exhibits necessary.

Lennie F. Bollinger

Wormington & Bollinger

212 E. Virginia Street

McKinney, Texas 75069

972-569-3930 (office)

972-547-6440 (fax)

214-202-1104 (cell)

214-580-8298 (direct fax)

www.wormingtonlegal.com

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From: winsley112@yahoo.com <winsley112@yahoo.com>

Sent: Monday, December 12, 2016 6:48 PM

To: Lennie Bollinger

Subject: Re: AMRHEIN V. SCHROEDER 01-SC-16-00165

Filters Used:

Email Report

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Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

Wednesday anytime would be my best. Do you need the exhibits?

Darlene

On Monday, December 12, 2016 5:46 PM, Lennie Bollinger <LB@Wormingtonlegal.com> wrote:

Darlene,

A continuance was granted. I would like to meet with you. Can you come in Tuesday afternoon or any time Wednesday? Thanks.

Lennie F. Bollinger

Wormington & Bollinger

212 E. Virginia Street

McKinney, Texas 75069

972-569-3930 (office)

972-547-6440 (fax)

214-202-1104 (cell)

214-580-8298 (direct fax)

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Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

From: winsley112@yahoo.com <winsley112@yahoo.com>
Sent: Monday, December 12, 2016 9:18 AM
To: Lennie Bollinger
Subject: Re: AMRHEIN V. SCHROEDER 01-SC-16-00165

Add Geraldine (Gerry) F. Lemond.

This is his live in girl friend who he was contacting while living here & pretending to have a relationship with me. She is the woman behind the fake police reports & his angry message to me.

I believe she is his new support for his living expenses.

I have prepared step by step issues if you want me to fax them to you.

My internet service has been out for two days.

This what I would want to testify to under oath. It gives you a clear idea of what I have been through with Schroeder & all my damages which exceeds my demand letter. This new information makes everything clear for this lawsuit & why I will not mediate with him.

Lamond's mailing address is the same as his & that is Largo Vista since August 2015 & one month after nasty messages on my cell phone.

He has been involved with her since 2011 as I witnessed.

The type is large on my fax because I have issues with my eyes right now, but it is very detailed about Schroeder & should help with continuance, new discovery, and the actions of the frauds against me.

If you send a message & don't get a response within 2 hours it means internet is down again & just call me with any questions.

She is twice divorced & when he got my demand letter he went same day to police to prevent me from finding out about her.

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Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

Her address is the same as David Schroeder's address.

Thanks,

Dariene

On Sunday, December 11, 2016 7:57 PM, Lennie Bollinger <LB@Wormingtonlegal.com> wrote:

Who do you want to add and why?

Lennie F. Bollinger

Wormington & Bollinger

212 E. Virginia Street

McKinney, Texas 75069

972-569-3930 (office)

972-547-6440 (fax)

214-202-1104 (cell)

214-580-8298 (direct fax)

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From: winsley112@yahoo.com <winsley112@yahoo.com>
Sent: Wednesday, December 14, 2016 5:28 PM
To: Lennie Bollinger
Subject: Amrhein v. Schroeder 01-SC-16-00165

Hi Lennie,

Just want to make sure about what we talked about this afternoon.

The Small Claims court will not hear fraud claims, tort actions, damages emotional distress & other related issues to this above case as prepared in the 42 pages I provided to you on Monday Dec. 12, 2016.

Is it that this case was filed in the wrong court?

There are laws on fraud, tort claims, theft & emotional distress, so why are we not making these claims against Mr. Schroeder ?

What court will hear those claims?

Do you not file such claims in any of your cases?

You asked me to prepare a brief limited list.

Has Mr. Schroeder asked for this limited list?

Does Mr. Schroeder know the case was continued to March 1, 2017?

I am trying to understand your position on this case. Maybe you can explain it a little further, so I understand the procedure & conversations you have had with Mr. Schroeder, before I prepare any lists.

How many times have you talked with Mr. Schroeder?
What was the conversation?

Why do you want to limit this case before the judge?

You claimed no emotional distress claim, so why when you know what I have been through?

Is fraud, theft & damages not crimes in this case?

If this case is in the wrong court, then how will you change it?

Thanks for your clarification.

Darlene Amrhein

From: Lennie Bollinger
Sent: Wednesday, December 28, 2016 7:03 PM
To: winsley112@yahoo.com
Cc: Cathy Thompson
Subject: Re: Amrhein v. Schroeder 01-SC-16-00165

Darlene,

My apologies for just responding. I've had a few issues come up.

Small claims court will hear claims regarding whatever you plead, including fraud, etc. What I was trying to explain to you is that I think a lot of the information you're discussing in the 42 pages is extraneous information that would likely not be relevant and would not lead to a successful outcome at trial. You are more than welcome to make whatever claims you want but I will not make them all as your attorney because I do not believe they have merit.

The initial scope of my representation was limited to the claims regarding back rent and property he took from you. You have greatly expanded what you would like to claim. You are certainly able to do so but I am not comfortable making the claims for you.

Mr. Shroeder has not asked me for a list. My communications with him have been limited to scheduling mediation (when that was something you wanted) and moving the trial date. He mentioned he made you an offer previously and I asked him to tell me what the offer was. He has not discussed your past with me.

I think this case is one that needs to be settled given the emotion, potential recovery/outcomes, and other factors. You have told me you do not want to settle that you want a trial no matter what offer he makes.

Given the differing opinions you and I have on the strategy, potential outcomes, and claims that should be made it is likely best that I no longer represent you in this case. Please let me have your thoughts. I wish nothing but the best for you but feel we don't see eye to eye on the case and you'd be better served with someone who sees the case the way you do. Thanks.

Lennie F. Bollinger
Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
972-569-3930 (office)
972-547-6440 (fax)
214-202-1104 (cell)
214-580-8298 (direct fax)
www.wormingtonlegal.com

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Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

Thanks,

Darlene Amrhein

Date 1/25/2017 Time 7:33PM 7:33PM Duration 0.00 (hours) Code
Subject Re: Amrhein v. Schroeder Lawsuit Staff Cathy Ladebauche
Client Darlene Amrhein MatterRef Amrhein v Schroeder MatterNo 16-###
From Lennie Bollinger
To winsley112@yahoo.com
CC To Cathy Thompson
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status
Custom1 Custom3
Custom2 Custom4

Can you get a letter from your doctor stating you are under his care and require several surgeries in the coming months?

Lennie F. Bollinger
Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
972-569-3930 (office)
972-547-6440 (fax)
214-202-1104 (cell)
214-580-8298 (direct fax)
www.wormingtonlegal.com

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From: winsley112@yahoo.com <winsley112@yahoo.com>
Sent: Tuesday, January 24, 2017 11:07 AM
To: Lennie Bollinger
Subject: Amrhein v. Schroeder Lawsuit

Hi Lennie,

Any date from Court yet on jury trial date as I emailed you weeks ago.

I am sure the Court has a busy schedule & they need proper notice per

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Time Printed: 8:41AM

Printed By: CAL

rules of civil procedure for this request.

I have never asked for a continuance & sure jury trial dates are to be timely.

My doctor wants to set next 3 surgeries before end of this month.

Please let me know in next few days.

I can't work on any offer at this point until this is handled.

Thanks,

Darlene Amrhein

Date 12/28/2016 Time 7:03PM 7:03PM Duration 0.00 (hours) Code
Subject Re: Amrhein v. Schroeder 01-SC-16-00165 Staff Cathy Ladebauche
Client Darlene Amrhein MatterRef Amrhein v Schroeder MatterNo 16-###
From Lennie Bollinger
To winsley112@yahoo.com
CC To Cathy Thompson
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status
Custom1 Custom3
Custom2 Custom4

Darlene,

My apologies for just responding. I've had a few issues come up.

Small claims court will hear claims regarding whatever you plead, including fraud, etc. What I was trying to explain to you is that I think a lot of the information you're discussing in the 42 pages is extraneous information that would likely not be relevant and would not lead to a successful outcome at trial. You are more than welcome to make whatever claims you want but I will not make them all as your attorney because I do not believe they have merit.

The initial scope of my representation was limited to the claims regarding back rent and property he took from you. You have greatly expanded what you would like to claim. You are certainly able to do so but I am not comfortable making the claims for you.

Mr. Schroeder has not asked me for a list. My communications with him have been limited to scheduling mediation (when that was something you wanted) and moving the trial date. He mentioned he made you an offer previously and I asked him to tell me what the offer was. He has not discussed your past with me.

I think this case is one that needs to be settled given the emotion, potential

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Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

Darlene Amrhein

Date 2/14/2017 Time 10:39PM 10:39PM Duration 0.00 (hours) Code
Subject Re: Amrhein v. Schroeder Lawsuit Staff Cathy Ladebauche
Client Darlene Amrhein MatterRef Amrhein v Schroeder MatterNo 16-###
From Lennie Bollinger
To winsley112@yahoo.com
CC To Cathy Thompson
BCC To

Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status

Custom1
Custom2

Custom3
Custom4

Hi Darlene,

I got the fax. I will file the continuance tomorrow. I hope you are feeling well.

Lennie F. Bollinger
Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
972-569-3930 (office)
972-547-6440 (fax)
214-202-1104 (cell)
214-580-8298 (direct fax)
www.wormingtonlegal.com

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From: winsley112@yahoo.com <winsley112@yahoo.com>
Sent: Saturday, February 4, 2017 1:54 PM
To: Lennie Bollinger
Subject: Amrhein v. Schroeder Lawsuit

Hi Lennie,

Did you get my doctors email that was sent to your fax ?

When will you notify the Court?

Filters Used:

Email Report

Form Format

Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

Date 2/23/2017 Time 9:11AM 9:11AM Duration 0.00 (hours) Code
Subject Re: Amrhein v. Schroeder Lawsuit Staff Cathy Ladebauche
Client Darlene Amrhein MatterRef Amrhein v Schroeder MatterNo 16-###
From Lennie Bollinger
To winsley112@yahoo.com
CC To Cathy Thompson
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status
Custom1 Custom3
Custom2 Custom4

We filed it yesterday or today. I was waiting to hear from Mr. Schroeder if he was in agreement. He emailed me yesterday he was in agreement. I will let you know when we hear back. I hope your procedures are going well.

Lennie F. Bollinger
Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
972-569-3930 (office)
972-547-6440 (fax)
214-202-1104 (cell)
214-580-8298 (direct fax)
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From: winsley112@yahoo.com <winsley112@yahoo.com>
Sent: Wednesday, February 22, 2017 10:23 PM
To: Lennie Bollinger
Subject: Amrhein v. Schroeder Lawsuit

Hi Lennie,

Have you heard from the Court about new trial date from last week?

Did you send copy to Mr. Schroeder about Continuance / Change?

I did not receive a copy of this filing.

Thanks,

From: Lennie Bollinger
Sent: Monday, February 27, 2017 2:41 PM
To: winsley112@yahoo.com
Cc: Cathy Thompson
Subject: Re: Amrhein v. Schroeder

Continuance was granted. I don't know the reset date yet.

Lennie F. Bollinger
Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
972-569-3930 (office)
972-547-6440 (fax)
214-202-1104 (cell)
214-580-8298 (direct fax)
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From: winsley112@yahoo.com <winsley112@yahoo.com>
Sent: Monday, February 27, 2017 2:39 PM
To: Lennie Bollinger
Subject: Amrhein v. Schroeder

Hi Lennie,

Has the Court ruled yet since March 1 is nearly here ?

Darlene

From: Lennie Bollinger
Sent: Wednesday, March 01, 2017 2:34 PM
To: winsley112@yahoo.com
Cc: Cathy Thompson
Subject: Schroeder

Darlene,

The court reset your trial to 6/28/17. I am going to calendar to follow-up with you on April 1 to discuss the items we discussed during our in person meeting. Get well soon. Lennie

Lennie F. Bollinger
Wormington & Bollinger
212 East Virginia Street
McKinney, Texas 75069
972 569 3930 (office)
214 202 1104 (cell)
214 580 8298 (direct fax)
972 547 6440 (fax)
Lb@wormingtonlegal.com
www.wormingtonlegal.com

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From: Lennie Bollinger
Sent: Wednesday, March 15, 2017 10:47 PM
To: Darlene Balistreri
Cc: Cathy Thompson
Subject: Re: Amrhein v. Schroeder Lawsuit

It was reset to 6/28/17.

Lennie F. Bollinger
Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
972-569-3930 (office)
972-547-6440 (fax)
214-202-1104 (cell)
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From: Darlene Balistreri <winsley112@yahoo.com>
Sent: Wednesday, March 15, 2017 5:49 PM
To: Lennie Bollinger
Subject: Amrhein v. Schroeder Lawsuit

Hi Lenny,

Have you heard from Court on Order & New Trial Date?

Darlene Amrhein

Filters Used:

Email Report

Form Format

Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

I hope all corrections can be made timely as my attorney as required by rules & laws without affecting this lawsuit before any more damages as made as I have used due diligence.

Darlene Amrhein

Darlene Amrhein

Date 5/08/2017 Time 6:46PM 6:46PM Duration 0.00 (hours) Code
Subject Re: Amrhein v. Schroeder Staff Cathy Ladebauche
Client Darlene Amrhein MatterRef Amrhein v Schroeder MatterNo 16-###
From Lennie Bollinger
To Darlene Ballstreri
CC To Cathy Thompson
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status
Custom1 Custom3
Custom2 Custom4

Darlene,

I am sorry but your emails accidentally went to my spam folder. Are you free for a call Tuesday? Let me know a good time.

Lennie F. Bollinger
Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
972-569-3930 (office)
972-547-6440 (fax)
214-202-1104 (cell)
214-580-8298 (direct fax)
www.wormingtonlegal.com

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From: Darlene Ballstreri <winsley112@yahoo.com>
Sent: Monday, March 27, 2017 12:57 PM
To: Lennie Bollinger
Subject: Amrhein v. Schroeder

Filters Used:

Email Report

Form Format

Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

Hi Lennie,

Health update:

Seeing Spine Surgeon tomorrow & more testing with hospital CT Scan examination & reporting to date. Sorry for all health issues.

Want to do Settlement Offer to see if we could prevent the Jury Trial, as stated back months ago, by agreement on all fact issues outstanding.

Have not received Plaintiff's "Amended Pleadings" from you yet to do that Settlement Offer for each point considered as pending since December 2016.

I thought you wanted a Settlement Offer from our meeting in your office back in December, 2016 as stated ? I am confused !

I think the Settlement Offer on all interest & issues in this case would be a good avenue, as you claimed months ago under the circumstances.

I would like to get this done before back surgery as recovery takes some time & makes it impossible to do accurately & timely.

Defendant Schroeder will need time to consider what he wants to do about avoiding the jury trial that you Ordered in February, 2017.

I still have not received all your court filings to date & would like them for my records, because I do not have latest communications with this judge & court causing additional confusion.

Time is important, since set for jury trial June 28, 2017 & I don't have that Court Order either for my records.

Have you spoken to Mr. Schroeder? If so please let me know what was said & his feelings toward a Settlement Offer, since there is no attorney client privilege with him in this case.

As I stated by email the points of interest to be added to this "Amended Pleadings" to be filed will add to the accuracy & points in this Settlement Offer without confusion.

There is to be nothing left out or hidden from everyone, including the judge & court.

Per our December 2016 meeting you declined to add the party involved in this case, which is for the benefit of Mr. Schroeder & his interests, against my wishes.

It will be totally Defendant Schroeder's choice the way this case will go after

Filters Used:

Email Report

Form Format

Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

Date 5/10/2017 Time 8:26AM 8:26AM Duration 0.00 (hours) Code
Subject Fwd: Amrhein v. Schroeder Lawsuit Staff Cathy Ladebauche
Client Darlene Amrhein MatterRef Amrhein v Schroeder MatterNo 16-###
From Lennie Bollinger
To Cathy Thompson
CC To
BCC To
Reminders (days before) Follow N Done N Notify N Hide N Trigger N Private N Status
Custom1 Custom3
Custom2 Custom4

Sent from my iPhone
Lennie F. Bollinger
Wormington & Bollinger
212 East Virginia Street
McKinney, Texas 75069
972 569 3930
214 580 8298 (direct fax)
972 547 6440 (fax)
Lb@wormingtonlegal.com
www.wormingtonlegal.com

Begin forwarded message:

From: Darlene Balistreri-Amrhein <winsley112@yahoo.com>
Date: May 10, 2017 at 7:37:35 AM CDT
To: Lennie Bollinger <lb@wormingtonlegal.com>
Subject: Amrhein v. Schroeder Lawsuit
Reply-To: Darlene Balistreri-Amrhein <winsley112@yahoo.com>

Lennie,

I received your email that claimed months of my emails ended up in your spam folder & went unanswered.

Update on my health is having a high risk procedure on Monday May 15, 2017.

I am having preparation with specialists everyday until Monday May 15, 2017, so unavailable for any other communication other than emails.

This is the first step leading up to my back surgery required according to my back specialist with other steps to determine date of surgery.

I will not compromise my health for anyone & this additional stress is totally unnecessary in this lawsuit when I have made every attempt to contact you for months since January, 2017.

On May 25, 2017 a "Plaintiff's Amended Pleadings" must be filed with this associated Court & Judge in this above case.

Filters Used:

Email Report

Form Format

Date Printed: 1/09/2018

Time Printed: 8:41AM

Printed By: CAL

There has been plenty of time for you to file this "Plaintiff's Amended Pleadings" & ordered for jury trial.

If you do not contact me with a copy by May 20, 2017 about this I will proceed to contact this Court & file this work timely according to the rules with a full explanation of why the Court has not been informed as required.

I will explain to the judge the reason for me to have to file my own court documents & why my own attorney has not filed in working this case.

Has the jury trial been Ordered?

Since I have not received any documents as requested for months that too will be explained to this judge & court.

I do not need this additional stress that has affected my health, so your immediate action is necessary to correct these errors for months to not affect this case.

You claimed you wanted a "Settlement Order" for Mr. Schroeder, which I have informed you I have been ready to prepare & send to you with time for consideration.

The only thing I have been waiting for on a proposed settlement was "Plaintiff's Amended Pleadings" & jury trial ordered to this court, which is basic in lawsuits.

I have left a voice mail with Kathy about this email, so you can check it out.

I still have not had all documents that I have requested for months to be turned over to me.

I want an updated status of the above case within the next two days from today.

You can send all documents to my email at Winsley112@yahoo.com

If you file this Plaintiff's Amended Pleadings after my examination by May 20, 2017 you will have the settlement offer by May 25, 2017 to turn over to Mr. Schroeder.

Recap - "Plaintiff's Amended Pleading" to include frauds, deceptions, omissions, threats, bad faith, "complete denial of stalking by false claims" to this court, property damages of my home & furnishings, breach of implied & expressed contract or agreement, negligence, cover up, conspiracy with others, defamation to my reputation, demands / affects upon my well-being, causing losses, injuries, risk, harms & damages, with pattern & practices that caused this lawsuit, in addition to filed conversion. (Correct my mailing address as filed incorrectly.)

You must send me your copy before filing for my approval by email.

From: Darlene Balistreri-Amrhein <winsley112@yahoo.com>
Sent: Wednesday, May 10, 2017 9:29 PM
To: Lennie Bollinger
Subject: Re: [SPAM]Additions to May 10, 2017 email !

Lennie,

Feel free to ask me any questions about Plaintiff's Amended Pleadings by email if you want.

I can't do settlement offer until you provide this Amended Pleadings.

We had one meeting back in January 2017 when you wanted a settlement offer from me.

This needs to be done now as your duty for my clients interest.

Darlene

On Wednesday, May 10, 2017 5:50 PM, Lennie Bollinger <LB@Wormingtonlegal.com> wrote:

Darlene,

Are you able to meet with me at my office tomorrow?

Lennie F. Bollinger
Wormington & Bollinger
212 E. Virginia Street
McKinney, Texas 75069
972-569-3930 (office)
972-547-6440 (fax)
214-202-1104 (cell)
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From: Darlene Balistreri-Amrhein <winsley112@yahoo.com>
Sent: Wednesday, May 10, 2017 7:48 AM
To: Lennie Bollinger
Subject: [SPAM]Additions to May 10, 2017 email !

Lennie,

I have left a message for you & Cathy about my May 10, 2017 email sent to you, since your office was not open.

I am leaving the house & you or Cathy can feel free to leave a message on my recorder.

Also include any other legal language you can use to describe the actions of Mr. David Schroeder including abuses & theft of my property.

Darlene Amrhein

From: Lennie Bollinger
Sent: Wednesday, May 10, 2017 11:18 PM
To: Darlene Balistreri-Amrhein
Cc: Cathy Thompson
Subject: Re: [SPAM]Additions to May 10, 2017 email !

Darlene,

I am so sorry to hear about your health issues. I know you've had a rough few years. I hope the future gets better for you.

Me, you, and Cathy met in my office on December 14, 2016. In that meeting I told you I was not comfortable making the claims you wanted to make in an amended petition.

I wrote you a followup email on December 28, 2016 stating that while you are able to make whatever claims you like, I would not make them all as your attorney because I do not believe they have merit.

I also told you that given the differing opinions you and I have on the strategy, potential outcomes, and claims that should be made it is likely best that I no longer represent you in this case.

You wrote me a reply email on December 29 stating you were having medical procedures and asked me to have the case trial continued.

On February 14, 2017 of this year we got a medical letter to support continuing the case as you requested.

On March 15, 2017 I sent you an email letting you know that the case was continued until late June.

I left you alone during the month of April so that you could comfortably recover from your medical procedures.

You sent me two emails during April that inadvertently went into my spam mail folder. You can see my email program has marked them as spam. The April emails ask me to amend your pleadings.

As we discussed in December, I am not comfortable amending the pleadings as you request.

Lawyers are not allowed to file documents with the court that they don't believe are meritorious. It is against the rules that govern my practice of law:
<https://www.legalethictexas.com/Ethics-Resources/Rules/Texas-Disciplinary-Rules-of-Professional-Conduct/III--ADVOCATE/3-01-Meritorious-Claims-and-Contentions>

When a client and a lawyer don't agree on how to proceed on a case it is best they part ways. Because of our differing views on your claims I am going to file a motion to withdraw as your lawyer. Please let me know if you will agree or if we need to have a hearing.

I wish you the best of luck and will help you in any way I can but I cannot continue to represent you. If you would like to meet please let me know and I will make it happen. I hope you understand.

Lennie F. Bollinger
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Also include any other legal language you can use to describe the actions of Mr. David Schroeder including abuses & theft of my property.

Darlene Amrhein



EXHIBIT A-5

To Lennie

From

Darlene

DAVID SCHROEDER TRIAL**BASIC INFORMATION - ORIGINAL PETITION & ANSWER- EXHIBITS #1 TO #37**

- 1) MEET FACEBOOK 2011; (DAVID CONTACT COMMENTS ABOUT MY PICTURES);
- 2) HE CONTINUES COMMENTS ON MY POSTINGS 2011, 2012, 2013, 2014, 2015; (EX. 19)
- 3) SCHROEDER PERSONAL MESSAGES ME EARLY 2014, ASKS FOR DATE & PHONES;
- 4) I DECLINE DATE AS SICK WITH STEP THROAT FOR MONTH & HE CONTINUES TO ASK;
- 5) WE QUESTION ABOUT MARRIAGE, RELIGION, CAREERS & LIFE BY PHONE, ETC.;
- 6) HE ASKS FOR MORE DATES & ILLNESSES PREVENT THEM MAY, 2014 TO SEPT 2014;
- 7) DATE SET IN AUG OR SEPT CANCELLED, BECAUSE HE IS SICK; (EXHIBIT # 19)
- 8) HE TELLS ME ABOUT FAILING JOB, BEHIND 3 MONTHS IN RENTAL HOUSE; (EX. 19)
- 9) HE TELLS ME 3 MONTHS BEHIND IN HIS CAR PAYMENTS & HAS ACCIDENT; (EX.19)
- 10) HE TELLS ME HE IS BEING EVICTED FROM HOME & CAR REPOED; (MAY TO AUG)
- 11) HE ASKS ME IF I HAVE CAR FOR HIM TO GET TO WORK; (A FRIEND GIVES A CAR.)
- 12) TELLS ME HE IS HAVING TO GO INTO A SHELTER; (SENDS 10,000 POSTS) (EX. 19 - 30)
- 13) DOES NOT HAVE HIS DALLAS PRINT GROUP BUSINESS TO GO TO & NO INCOME;
- 14) TELLS ME HE IS EATING THROUGH FOOD PANTRY JUNK FOOD, WHILE AT HOUSE;
- 15) STATES HE HAD NO MONEY TO PAY FOR ANY DATES & ASHAMED TO TELL ME;
- 16) CLAIMED HE WAS MARRIED ONE TIME & DIVORCED AFTER MORE THAN 20 YEARS;
- 17) CLAIMED HE DID NOT SMOKE, EXCEPT MAYBE A CIGAR AT CHRISTMAS; (EX. 19)
- 18) TALKED ABOUT HIS LATE SON WHO DIED OF A DRUG OVER DOSE; (HEROIN - # 19)
- 19) CLAIMED HIS DAUGHTER WAS PRESENT & DID NOT CALL FOR HELP BECAUSE SHE WAS HIGH ON DRUGS WITH SMALL CHILD IN APARTMENT, DUE TO TAKING HER CHILD;
- 20) CLAIMED WENT TO CHURCH EVERY TWO WEEKS & PRAYING GODLY MAN;(EX.19)
- 21) CLAIMED HE DIDN'T DO DRUGS, DOES NOT LIKE PROBLEMS & WANTS PEACE; (# 19)
- 22) CLAIMED HE DRANK GLASS OF RED WINE ON SPECIAL OCCASSIONS; (EXHIBIT 19)
- 23) CLAIMED TO BE GOOD FATHER & GRANDFATHER WHILE EX WIFE RELIGIOUS NUT;
- 24) HE TRAVELED FOR HIS JOB & TOOK HIS KIDS TO REHABS FOR DRUG ADDICTIONS;
- 25) TALKED ABOUT MY KINDNESS & WORKED ON MY SYMPATHY AS A BROKEN MAN;
- 26) CLAIMED HE HAD NOT DATED MUCH & HAD BAD LUCK ON DATING SITES;
- 27) MONTHS OF INFORMATION, FLATTERY, SAD STORIES & ASKING FOR PRAYERS;
- 28) I OFFER UPSTAIRS, BEDROOM, BATH, TV & FOOD WITH HELP ON EXPENSES TO JOIN;
- 29) HE AGREED & HAD GOTTEN 3 ADDITIONAL JOBS, PLUS HIS SOCIAL SECURITY;
- 30) REFERRED TO HIMSELF AS A "TEDDY BEAR, KIND & WOULD NOT HURT ANYONE;"
- 31) SEPT DINNER MEET, MY DAUGHTER INSISTED & HE CLAIMED TO BE OPEN BOOK;

FRAUDS, DECEPTIONS, LIES & SCAMS (AFTER MOVE IN).

32) CLAIMS HE WILL PAY ME AS SOON AS CAN AFTER OTHER PRIOR BILLS; (VERBAL);

SCAM: NEVER MADE ONE PAYMENT AFTER NUMEROUS PROMISES AGAINST MY PAY;

33) CLAIMS NO MONEY FOR CHRISTMAS PRESENTS FOR HIS GRANDCHILDREN; (\$100)

SCAM: HE HAD 4 SOURCES OF INCOME & AFTER \$100.00 HE GAVE THEM GIFT CARDS WHILE I WAS NEVER PAID FOR THESE GIFTS FOR PEOPLE I NEVER KNEW OR MET;

34) SHOWS HOLES IN HIS SHOES & NO JACKET TO WEAR DURING WINTER; (LISTED)

SCAM: JACKET LEFT DAMAGED WITH COFFEE SPILLS DOWN FRONT & WORE JACKET;

35) 250,000 MILE OLD CAR BREAKING DOWN, LEAKING OIL & WILL KILL HIM DRIVING;

SCAM: TO MANIPULATE ME TO BUY HIM ANOTHER CAR & FEEL SORRY FOR HIM;

36) CLAIMED COULD NOT SLEEP WITHOUT VAPORIZOR WHILE SMOKING PACKS DAILY;

SCAM: MANIPULATION, ATTENTION, KNOWING I HAVE COPD AGAINST SMOKING;

37) NO TIME OR MONEY FOR BREAKFAST, LUNCH & DINNER, SO I PROVIDED TO HIM;

SCAM: TO ACQUIRE AS MUCH AS POSSIBLE, MANIPULATION, FLATTERY & MY SELF-WORTH, WHILE HE HAS 4 SOURCES OF INCOME, MONEY & I'M ON LIMITED MONTHLY;

38) CLAIMS NOT VERY GOOD CLOTHES & DRINKS A BOTTLE OF WINE NIGHTLY;

SCAM: SHOW POORNESS, SYMPATHY, WINE TO CALMNESS, RELAXATION & DOES NOT LIKE OR DRINK CHEAP WINE; (\$ 9 TO \$12 BOTTLES OF WINE MOST NIGHTS PAID BY ME;

39) ASKED WHY HE DROVE OVER 1 HOUR DAILY TO COME TO HOUSE; HIS RESPONSE "HE KNOWS WHAT HIS HEART WANTS, LOVES ME & AFRAID WOULD LOOSE ME;"

SCAM: EMOTIONAL CONNECTION, MANIPULATION, SECURE THIS HOME FOR CLAIMS;

40) IF WE WENT OUT I HAD TO PAY ALL BILLS FOR DINNER, PARKING & HIS WINE;

SCAM: CLAIMS NO MONEY WITH 4 SOURCES OF INCOME, PAY LATER, MANIPULATE;

41) HE ATE BREAKFAST, LUNCH, DINNER & SNACKS, WHILE NOT PAYING ANYTHING FOR 5 MONTHS AND PAID NOTHING DIFFERENT THAN AS PROMISED AT MOVE IN;

SCAM: MANIPULATOR, FREE LOADER, 4 SOURCES OF INCOME KNOWING I HAD LIMITED SOCIAL SECURITY INCOME FOR ALL THINGS AT \$1,212.00; (NEVER PAID)

42) HE WANTED MY CAR, BUT I REFUSED BECAUSE I NEEDED TRANSPORTATION;

SCAM: USED BREAK DOWNS, STALLS, POTENTIAL INJURIES / DEATH MANIPULATION;

43) CONTRARY -NO CHURCH CLAIMING HE DIDN'T BELIEVE IN ORGANIZED RELIGION;

FRAUD: USED GOD, PRAYER & CHURCH AS FRONT INTO MY HOME & RELATIONSHIP;

44) MAKES VULGAR ABUSIVE COMMENTS ON FACEBOOK ABOUT OTHER WOMEN;

SCAM: CLAIM NONE OF MY BUSINESS ON LEWD EMBARRASSING COMMENTS IN NEWS;

45) AT MY COMPUTER & HIS NAME COMES UP "MUG SHOT & JAIL TIME;" (EX. # 9)

FRAUD: TO MISLEAD OMISSION WAS JAILED FOR MONTHS FOR ILLEGAL ACTIVITIES;

46) FAILING DALLAS PRINT BECAUSE IN JAIL FOR MULTIPLE DUI, JAIL & PROBATION;

FRAUD: REAL REASON FOR NO INCOME & \$34,500.00 FOR ATTORNEY & COURT FEES;

47) MARRIAGE # 2 NOT MENTIONED UNTIL DEC. 16, 2014 AFTER MOVE IN AT CHILI'S;

FRAUD: I ASKED ABOUT MARRIAGES, KIDS & OMITTED UNTIL AFTER, (DECEPTION);

48) ILLEGITMATE CHILD BEFORE MARRIAGE & HE WALKED AWAY & WAS CAUGHT;

SCAM: REFUSES RESPONSIBILITY UNTIL ADVISED BY HIS ATTORNEY, NOT MORALS, BUT BECAUSE WIFE 2 PUTS HIS NAME ON BIRTH CERTIFICATE & CLAIMS CHILD SLOW & WITNESSED HIM JUST TOLERATING HIS DAUGHTER IN PHONE CONVERSATIONS, REFUSED HER FURNITURE FOR HER EMPTY APARTMENT & REFUSED MY INVITES BECAUSE SHE HAS A SECRET ABOUT HIM THAT HE DID NOT WANT TO LET SLIP OUT;

49) CLAIMS WIFE #2 IS NUTS, WANTS HIM WORKING, CLAIMS CHEATS ON HIM FOR GOLD DIGGER MONEY, WHICH IS FALSE AS SHE LIVES IN \$79,000 HOUSE WITH NEW HUSBAND AND TWO CHILDREN BY NEW HUSBAND;

SCAM: - TO MANIPULATE ME, MAKE HIM THE VICTIM, TO CONTROL ME & SYMPATHY;

50) SPENDS HOURS ON RADIO SHOW TRASHING HIS AWFUL FAMILY & KIDS;(False Name)

FRAUDS CHARACTER OF MAN REPRESENTED AS GOOD HUSBAND & GOOD FATHER FOR SYMPATHY, MANIPULATION & CONTROL IN RELATIONSHIP WITH CONNECTIONS;

51) 17 YR.GRANDDAUGHTER GOES MISSING FOR DAYS, REFUSES TO GO LOOK FOR HER OR CONTACT HIS EX-WIFE #1, CALLS A FRIEND & GOES TO WATCH A MOVIE, CLAIMS SHE IS RUN AWAY BECAUSE OF BEING PREGNANT LIKE HER MOTHER, HIS DAUGHTER, "CLAIMED NOT HIS CIRCUS, NOT HIS MONKIES; I WAS SHOCKED & UPSET BY THIS;

FRAUDS: CHARACTER OF MAN, RED FLAGS, NOT AS HE PRETENDS TO BE & HELPS EXPLAIN WHY NO RELATIONSHIP WITH HIS FAMILY AS DAD & GRANDFATHER. HE SAYS AWFUL THINGS ON HIS OWN KIDS AS ELIMINATED FROM HIS & THEIR LIFE;

52) THREATENS SON-IN-LAW WITH BASEBALL BAT FOR FAKE SUICIDE ATTEMPT;

FRAUD : CHARACTER OF THIS MAN, FAMILY DISFUNCTION, VIOLENCE & ANGER;

53) HE CLAIMS HE NEEDS TO BUY A GUN & SPENDS HOURS AT GUN STORE; (**Fearful**)

FRAUDS: FALSELY CLAIMS TO BE ON PROBATION, TEMPER, ANGER & WANTS GUN WITH HATRED FOR MOST PEOPLE SCARED ME & I FELT THREATENED AS HIS WAY;

54) DISPLAYS USE OF HIS ARMS, ABUSIVE TALK & THROWING THINGS IN TEMPER;

FRAUDS: NOT PEACEFUL MAN, ON MEDS FOR MENTAL DISORDER ANXIETY, SHOWING DANGEROUS SIGNS, WAS THREAT TO ME & MY HOME BY IMBALANCE ;(**RED FLAGS**)

55) CALLED ME STUPID, NIAVE, THREATS, ABUSIVE, YELLED & USED BODY SHAMING FOR CONTROL OF RELATIONSHIP & TO VENT HIS FRUSTRATIONS;

FRAUDS & SCAMS: AN ABUSIVE PERSON IS NOT LOVE, BUT CONTROL;

56) DAMAGE TABLE, MICROWAVE, PATIO RUG, SHOWER TUB TILES GROUT;(**Ex. 6, 16**)

SCAM: REVENAGE WITH INTENT TO DESTROY MY BELONGINGS BEFORE LEAVING;

57) PAID ME NO MONEY FOR 5 MONTHS OF FOOD, RENT, ELECTRICITY, WATER & WIFI;

FRAUDS & SCAM: CONTRARY TO PROMISE TO HELP PAY FOR EXPENSES AS NO FREE LIVING EXPENSES WITH HIS 4 PAY CHECKS WHILE MY MEAGER \$1,212 GOV'T SS;

58) I BECAME FEARFUL OF HIM, WHILE FEELING SORRY FOR HIM, SO ASKED ABOUT HIS CHILDHOOD. BAD FATHER & MOTHER WITH NO ATTENTION, SO CLAIMED HE LEARNED FROM EARLY AGE TO SAY WHAT THEY WANTED TO HEAR & DO HIS OWN THING, WHILE UNATTENDED TO WITH TWO WORKING PARENTS, SO LIES ARE SO EASY;

FRAUDS: THIS EXPLAINS ALL FAILED RELATIONSHIPS, CONTINUED LIES, FALSITIES, ANXIETY, FRAUDS & DECEPTIONS TO GET WHAT HE WANTS WITH NO CARE OR LOVE; 3RD PERSON INFLUENCE, ADVICE, PLANNING, COVER UP & CONSPIRACY EXPLAINS;

59) HUGE SWEATER BOX OF PILLS TAKEN DAILY & CLAIMS HE CAN'T SLEEP; (**Visual**)

NOT A DOCTOR & TAKES MEDS WHILE DRINKING LARGE BOTTLE OF WINE, WORRIED HE WOULD HAVE MEDICAL EMERGENCY, SO WANTED TO KNOW AS RESPONSIBLE;

FRAUDS, ETC.- CLAIMED I HAD NO RIGHT TO KNOW ANYTHING WHILE IN THIS HOUSE;

60) HIS DOCTOR HAS HIM ON "CONTROLLED SUBSTANCE SERTALRINE" FOR MENTAL /

4.

ANXIETY DISORDER NOT KNOWING HE IS DRINKING BOTTLES OF WINE WITH THESE MULTIPLE MEDS, MOOD SWINGS, IRRITABILITY, TEMPER, ANGER, ABUSES, ETC. AS HE YELLS AT ME IN MY HOME, WHERE I AM RESPONSIBLE;

SCAM: MEDICAL EMERGENCY OF SENIOR MAN ON WINE & PILLS, WHILE LIVING IN MY HOUSE IS MY BUSINESS FOR PROTECTION AT TIME OF ANY INCIDENT; USED AS MANIPULATION, SYMPATHY & CONTROL OF ME & RELATIONSHIP;

61) RUNS OUT OF ANXIETY PILLS FOR 3 DAYS (OVER DOSED) & CAN'T SLEEP FOR DAYS, SO GETS VERY IRRITABLE, COMPLAINS, MOOD SWINGS & I TRY TO CALM HIM;

FRAUDS: I PAY PRICE IN MY HOME AS NOT PEACEFUL IN A DANGEROUS SITUATION;

62) AT TIMES HE GOES OFF AT STRANGE HOURS WITH ALL KINDS OF EXCUSES;

GOES TO GET DEODORANT AT 11 PM AFTER MOVIE & DINNER I PAID FOR, THEN CLAIMS HE SAT IN CAR CRYING ABOUT WAR MOVIE FOR ONE HOUR AS HIS EXCUSE;

DOESN'T WANT ME NEAR HIS CAR; (WAS IT A DRUG HABIT?);

CLAIMS HE IS VISUAL PERSON & ONLY LIKES WOMEN WITH 21" WAIST, SO HE RESORTS TO "BODY SHAMING," TO DEMEAN ME IN MY HOME;

CALLS ME STUPID, NIAVE, NARC & DON'T UNDERSTAND WHY I DON'T GET IT THAT 99% OF FRIENDS ON FACEBOOK ARE ALL LIARS;

BETITTLES ME FOR LOCKING DOOR AFTER HE EXIST;

WORKS EVERY HOLIDAY THEN CLAIMS NO HOLIDAYS WITH FAMILY;

LATER COMES BACK WITH NO NOTICE USING HIS KEY & FORCING DOOR SECURITY, LIKE HOME INVASION AS HE FORGOT HIS WALLET. LAUGHS ABOUT IT. HAS PHONE TO MAKE A CALL FOR NOTICE, SO TO NOT SCARE ME;

SUGGEST HAVING A MUTUAL FRIEND FOR DINNER & HE GETS MAD. SAYS IF HE WANTS TO SEE HER HE WILL GO TO HOUSE ALONE TO SEE HER;

TALKS ABOUT THOUGHTS OF SUICIDE BECAUSE HE IS GETTING SHORT ON MONEY. AS \$9,000, WHICH IS MORE THAN NOW, WALKS OUT ON JOBS WITH NO NOTICE & SCARED ME, SO I TRIED TO LIFT HIS SPIRITS ESPECIALLY WHEN HE FELL INTO DEPRESSION AS EXHIBITED IN HIS E-MAILS, PERSONAL MESSAGES & TEXTING; (EXHIBIT # 19);

EMBARASSING COMMENTS SHOWING UP ON NEWS FEED & WHEN ASKED HE GETS MAD & RAGES CALLING ME NAMES & SAYING I AM NOT ACCEPTABLE WITH SHAMING;

CLAIMS WON'T SEE A SICK FRIEND & RESPOND'S "I WILL NOT WORSHIP AT HIS ALTER OF MONEY." & BROKE UP THIS GUYS MARRIAGE;

ALL HIS BUDDY FRIENDS DID NOT WANT TO BE AROUND HIM;

EX WIFE CONSTANCE WANTED LARGE \$350,000 BOAT IN DIVORCE, SO HE TOOK KEYS & THREW THEM AT LOAN OFFICER, SO SHE GOT NOTHING;

HAD SEX WITH WOMAN OUT OF REVENGE AFTER VIAGRA & THEN WALKED OUT;

INSURANCE FRAUD TO GET CONSTANCE A NEW KITCHEN BY HOUSE FIRE AS WANTED;

FRIEND NEEDED LOAN. HE AGREED TO HELP. WHEN DEADLINE OCCURED HE BACKED OUT FOR REVENAGE;

BRAGGED ABOUT LIVING OFF SEVERAL WOMAN & HORRIBLE TREATMENT OF THEM;

5.

CLAIMS I AM SLAMMING DOORS WHEN ASLEEP SAYING I WOKE HIM UP FROM SLEEP;
THESE ARE JUST A FEW EXAMPLES OF DAVID'S CHARACTER, ETHICS & HIS INTEGRITY;

63) SMELL OF SMOKE IS GETTING STRONG & I COMPLAIN DUE TO MY KNOWN COPD;
DAVID SPRAYS HIMSELF DOWN WITH A SPRAY & BRUSHES HIS TEETH AS PUTTING
SMOKES BUTTS IN CUP, WHEN THROWING SOME OVER RAILING ON TO CARPET BELOW
WITH SEVERAL BURNS & HAD TO THROW OUT. LOSS OF OVER \$120.00; (EXHIBIT # 16)

FRAUD: DAVID KNEW OF MY HEALTH CONDITION & BEING IN HOSPITAL OCT., 2014;

64) SPENDS ABOUT ONE & HALF HOURS AT DINNER TIME WITH ME THEN GOES UP-
STAIRS TO COMMUNICATE ON HIS PHONE & COMPUTER WITH OTHER WOMEN FOR HRS

65) I AM HIS CHIEF COOK & BOTTLE WASHER, LAUNDRY & MAID WITH A WARM BED &
LIFE STYLE FOR 5 MONTHS WITH ANYTHING HE WANTED & ORDERED;

66) HE CLAIMS HE HAS TO GET USE TO BEING AROUND ANOTHER PERSON, SINCE
BEING AN "ONLY CHILD" HE LIKES HIS ALONE TIME; (VERBAL IN PERSON)

67) DAVID HAS 3 EX-WIVES, 3 CHILDREN, 4 GRANDCHILDREN & CO-WORKERS, SO
"ONLY CHILD EXCUSE" WAS NOT ACCEPTABLE OR APPROPRIATE EXCUSES; I BECAME

68) CHRISTMAS DAY HE GOES TO HIS DAUGHTERS APARTMENT & REFUSES TO GIVE
HER ANY FURNITURE THAT IS IN STORAGE FOR AN EMPTY APARTMENT; (DUTY/ GUILT)

69) I INVITE DAUGHTER FOR DINNER & MOVIE. HE COULD / WOULD NOT ALLOW THAT,
BECAUSE SHE WILL SPILL BEANS ABOUT SECRET THIRD WIFE; (EXHIBITS # 8, 9, 10)

70) EX DOCTOR'S RICH WIFE & DAVID IS LIVING IN HER HOME, GOES ON CRUISE,
MARRIES IN BIG WEDDING 2010; SHE IS CANCER PATIENT, WHO HE CLAIMS HE SAVED.

71) DAVID CLAIMS GIVES HER \$5,000.00 & WITHIN 2 MONTHS SHE FILES FOR DIVORCE;

72) GRANTED FOR NON-SUPPORTABILITY & GETS HIS CAR & CLOTHES IN 2011 &
CONTACTING ME & FALSELY CLAIMING NO DATING & NO MARRIAGE TO PLAN SCAM.

73) I NEVER KNEW OF THIS 3RD MARRIAGE UNTIL AFTER HE LEFT MY HOME BY A
MUTUAL FRIEND WHO INFORMED ME;

74) CLAIMS OF PHYSICAL VIOLENCE, CHEATING WITH OTHER WOMEN WITH USE OF
HER MONEY, WHICH DAVID DENIED & BLAMED ALL ABUSES ON HER WELL RESPECTED
DALLAS SPECIALIST EX-DOCTOR HUSBAND; (EX. # 10);

75) I, DARLENE AMRHEIN, HAVE NEVER RECEIVED ANY LETTERS, NOTES, MEMOS,
TEXT OR PHONE MESSAGES FROM MR. SCHROEDER'S THREE EX-WIVES AS HE
CLAIMED IN HIS ANSWER TO THIS COURT; (FRAUD UPON THE COURT TO MISLEAD.)

76) DAVID & HIS OLDEST DAUGHTER SEVERED THEIR RELATIONSHIP BECAUSE DAVID
TOLD HER SON WHO HIS "REAL FATHER" WAS WITHOUT PERMISSION AGAINST HER;

77) HE WANTED ME TO DRIVE MYSELF TO THE CONCERT. UNBELIEVABLE ! (EX.# 35)

78) DURING TRIP DOWN HE TELLS ME HE HAS TO MEDICATE ME; (HE IS SPEEDING.)

79) DAVID & I GO TO AN ANDREA BOCELLI CONCERT LATE & NO TICKETS (\$180.00);

80) DAVID HAS "NO MONEY" AGAIN TO EVEN PAY FOR PARKING. I GIVE HIM \$40.00;

81) DAVID PARKS FOR \$25.00 AND HAS NOT PAID FOR ANY CONCERT TICKETS;

- 82) DAVID PROCEEDS TO DRINK GLASSES OF WINE WITH NO DINNER OUT OF MY \$40.00.
- 83) DROPS WINE GLASS ON HIS PANTS, CLEARLY ANGRY & REPLACES HIS THIRD ONE;
- 84) THEN DAVID DRIVES MY CAR HOME SPEEDING AS HE WEAVES IN TRAFFIC;
- 85) I'M SCARED. HE STARTS YELLING & RAGES ABOUT FAMILY, ETC. AS I TRY TO CALM;
- 86) WE GET HOME AS HE PULLS INTO GARAGE, I REMIND HIM OF MY DAD'S WHEEL CHAIR TO ONE SIDE & DAVID STARTS TO YELL AT ME SAYING I AM TELLING HIM HOW TO DRIVE THE CAR;
- 87) ONCE IN HOUSE WANTS FOOD FOR HIS LUNCH & GOES TO BED;
- 88) FROM TIME I FOUND DAVID'S "MUG SHOT" ON INTERNET, HE CLAIMED IT WAS A HIT & RUN ACCIDENT & INTERNET YAHOO WANT \$3,000 TO ELIMINATE IT; (# 8)
- 89) NOT HIT & RUN AS COURT MADE DEMAND HE PAY HIS VICTIM HARVEY KEIL;
- 90) DAVID CLAIM HE GOT TICKET FOR ADMITTING HE HAD TWO GLASSES OF WINE;
- 91) TRUTH WAS HE WAS ARREST FOR DUI / DWI & PUT ON 2 YEAR .PROBATION & JAIL;
- 92) DAVID WAS ARRESTED AGAIN FOR DUI / DWI WHILE ON PROBATION & SPENT 6 MONTHS IN JAIL WITH PROBATION EXTENDED TO NOV. & END OF 2013; (EX. # 8)
- 93) THAT IS WHY HIS BUSINESS FAILED & HE CLAIMED "NO MONEY;" (EX. # 8, # 9)
- 94) HIS ATTORNEYS BILL & FEES WAS \$34,500.00 AS HE LATER CLAIMS IN HIS LETTER;
- 95) PROBLEM WAS HE WAS FALSELY CLAIMING TO ME HE WAS ON PROBATION IN 2014 & 2015 AFTER IT EXPIRED 2013 & SIGNED OFF BY THE COURT, TO MANIPULATE ME;
- 96) STAYED UP SOMETIMES UNTIL 2 AM TO COME & GET HIM IF HIS OLD CAR BREAKS DOWN AS I WORRIED ABOUT DAVID HE WAS PLAYING ME THE WHOLE TIME;
- 97) DAVID CLAIMS HE NEEDS MY LETTER IN CASE HE IS STOPPED BY POLICE FOR LEAVING DALLAS TO MCKINNEY, WHILE ON HIS FAKE CLAIMED PROBATION; (LATER THREATS OF ATTORNEY EVALUATION OF SAME LETTERS TO SILENCE ME LATER;
- 98) DAVID DRINKING & DRIVING WITH ME IN MY CAR WAS ON DECEMBER 11, 2014, SO HE CONSIDERS THAT ACCEPTABLE AFTER JAIL & PROBATION EXTENDED; (FEARFUL)
- 99) ONE DAY AFTER DRINKING HE SAID IN FRUSTRATION, " THERE IS NOT A MAN ON EARTH THAT CAN CONTROL YOU;" (I'M SURPRISED, SHOCKED & SCARED BY HIS TONE.)
- 100) DAVID CALLED WOMEN AWFUL LEWD NAMES AS FRIENDS IN PRIVATE & PUBLIC;
- 101) IF I WAS NOT DOING THINGS FAST ENOUGH OR TO HIS SATISFACTION HE WOULD EITHER GET ANGRY, NAME CALL, OR PULL OUT THE GOD CARD CLAIMING TO PRAY;
- 102) DAVID WROTE "CLEANED SHIT OUT OF WIFE # 3's (Debra's) BED;"(CANCER) (EX. 20);
- 103) ALLOWED HIS "HOUSE FIRE," SO INSURANCE COMPANY WOULD PUT IN A "NEW KITCHEN NO CHARGE," SHE HAD BEEN ASKING FOR;" (WIFE # 1 - CONSTANCE)
- 104) ACCUSED WIFE # 1 FORGING HIS NAME, 2ND LOAN ON HOME & DEFRAUD BANK;
- 105) BLAMED WIFE # 1 FOR TURNING KIDS AGAINST DAVID, DRUG HABITS & DEATH;
- 106) DAVID REFERRED TO WIFE # 2 GOLD DIGGER SLUT & CHEATER; (\$79,000 HOUSE);
- 107) DAVID HUNG WITH 15 + BUDDIES & 1 DAY TOLD HIM TO GET LOST AS DOWNER;

- 108) BROKE UP MARRIAGE OF GOOD FRIEND WITH DIABETES. I SUGGESTED HE GO & SEE HIM AS LOST TOUCH FOR YEARS. HIS FRIENDS WERE ALL MAD AT DAVID;
- 109) DAVID RESPONDS "I WILL NOT WORSHIP AT THE ALTER OF HIS MONEY, SO NO I WILL NEVER SEE HIM AGAIN;" (VERBAL);
- 110) DAVID'S EDUCATION & BUSINESS SHOWS HE IS SMART, NOT SOCIALLY; (EX. 15);
- 111) ANOTHER EXAMPLE OF DAVID'S CHARACTER WAS HE HAD PROMISED TO HELP OUT A FRIEND WITH A LOAN DUE DEADLINE. (VERBAL);
- 112) FEW MINUTES BEFORE TIME HE BACKED OUT IN RETALIATION & TOOK GREAT JOY IN HURTING THIS MAN FOR "REVENAGE;" (VERBAL); HIS REVENAGE IS IMPORTANT!
- 113) DAVID THREATENED ME & SAID HE WILL DO IT BETTER, WHEN I DID NOTHING TO HIM AS PARINOID; (I'M ACCUSED BLOCKING HIM, SLAM DOORS, NO LIGHTS.);
- 114) HE LEFT BATTERY ACID TRAIL IN FRONT OF MY HOUSE, SET OFF ALARMS, SPREAD CREAMER ACROSS MY WOOD TABLES & MICROWAVE BEFORE LEAVING & CRACKED GOUT OUT OF HIS USED SHOWER; (PICTURES & QUOTES AS EVIDENCE) (EX. # 6, 16, 17)
- 115) NEW JACKET GOT COFFEE SPILLED OVER FRONT, SO COULD NOT RETURN IT;
- 116) ON CHRISTMAS DAY, WHILE AT HIS DAUGHTERS, I WENT TO CLEAN HIS ROOM. ON BED WAS A \$47,000 AUTOMOBILE FLYER, \$8.00 STARBUCK COFFEE RECEIPT & BANK RECEIPT ABOUT \$1,700.00 IN BANK AFTER TELLING ME HE COULDN'T PAY ME FOR FOOD, SHELTER, UTILITIES, WIFI & HIS DAILY WINE; (Hopes Door Therapy Exhibit # 28);
- 117) DAVID KNEWS MY SOCIAL SECURITY OF \$1,212.00 FOR EVERYTHING; (# 35, 14, 27)
- 118) DAVID COULD NOT BUY GRANDKIDS CHRISTMAS PRESENTS & AFTER I DID HE GAVE THEM ALL GIFT CARDS, WITH NO PAYMENT TO ME ! (\$100.00) (VERBAL)
- 119) DAVID WANTED TO KNOW ALL ABOUT MY INSURANCE TO HELP AS EX-INSURANCE SALESMAN FOR DOCTORS, KNOWING VALUE 2.2 MILLION DOLLAR POLICY
- 120) I PACKED DAVID'S THINGS IN BOX WITH NOTE, PLACED ON PORCH, LOCKED THE DOOR, CALLED POLICE & SENT HIM EMAIL TO PICK UP HIS THINGS; (12/25/14) (EX. 11)
- 121) DAVID HAD BEEN CALLING MY HOUSE "HIS HOUSE" SEVERAL TIMES. (VERBAL)
- 122) POLICE ASKED ME HOW LONG HAD HE BEEN THERE & IF RECEIVING HIS MAIL TO CLAIM "COMMON LAW MARRIAGE;" (SEPT, 2014 TO MARCH 10, 2015); (EX. # 22);
- 123) POLICE CLAIMS TO KEEP DOOR BETWEEN US DUE TO HIS TEMPER, WHICH I DID. I WAS SCARED. HE WAS ANGRY ABOUT THROW OUT. HIS COURT AFFIDAVIT; (EX.# 11);
- 124) DAVID DIDN'T PAY ME ANY MONEY. NOT COMPATIBLE, BUT HE SAID "KNOWS WHAT HIS HEART WANTS;" (JUNE, 2014); CAME HOME BECAUSE HE CLAIMED "WOULD LOSE YOU IF I DIDN'T." NEW YEARS EVE STAYS UPSTAIRS, COMES DOWN TO SAY HE LOVES ME & RETURNS UPSTAIRS WITHIN LESS THAN 5 MINUTES;
- 125) DAVID MADE EXCUSES FOR BANK BALANCE AS BILLS DIDN'T CLEAR; (EX. # 11); FORGETS MY 25 YEARS IN BANKING, HOW BALANCES WORK & CHECKS CLEAR LIE;
- 126) DAVID CLAIMS HOPES & DREAMS OF OWING NEW CAR & STARBUCKS WAS FOR HIS BOSS, WHEN HE COULD NOT HELP ME WITH ANY OF OUR BILLS FOR 5 MONTHS;
- 127) COUPLE DAYS LATER DAVID CLAIMED SLEEPING IN PARK, NO MONEY, DRINKING

BEER, 20 DEGREE WEATHER & WILL PROBABLY BE ARRESTED AGAIN. (VERBAL);

128) I COULD NOT TREAT A DOG LIKE THIS & FELT GUILTY FOR HURTING HIM; (Verbal);

129) WHEN I OPENED THE DOOR HE LOOKED LIKE A COLD, SHAKING, HOMELESS BUM

130) I OFFERED HIM FOOD, WARM BLANKET & WENT TO BED UPSTAIRS; (2 DAYS OUT)

131) I LOVED HIM NOT HIS ACTIONS; (MY STRUGGLE WAS BETWEEN HEART & HEAD.);

132) DAVID WAS NICE FOR FEW DAYS & ACCUSED ME SLAMMING DOORS AS ASLEEP;

133) DAVID HAD GONE TO BED AFTER DINNER. MY GRANDKIDS HAD NO HEAT FOR DAYS, SO I ASKED DAVID IF I COULD COME UP & TALK TO HIM ABOUT SLEEPING ARRANGEMENT IN 10 MINUTES, SINCE I HAD ONLY ONE BED, WHICH HE SLEPT IN UPSTAIRS FOR MY GRANDKIDS;

134) DAVID HAD A BAD COLD & FALSELY CLAIMED TO BE SLEEPY, BUT WHEN I WALKED IN BEDROOM THE UPSTAIRS HEAT WAS OFF WITH MY 10 MINUTE NOTICE;

135) DAVID LOOKED NAKED IN BED IN FRONT OF HIS COMPUTER;

136) DAVID JUMPED & I WAS SPEECHLESS AS TO WHAT HE WAS DOING AS HE SLAMMED COMPUTER TOP DOWN;

137) DAVID STARTED TALKING FAST ALL ABOUT WORK AS I NEVER GOT TO SAY ANYTHING TO HIM ABOUT SLEEPING ARRANGEMENTS FOR KIDS , BUT SO SHOCKED;

138) DAVID COULD SLEEP AT JOB AS THEY HAD A COT & ROOM AT SHIELD'S & LEE;

139) I EXPLAINED LATER MY GRADDAUGHTERS DO NOT NEED TO KNOW DAVID IS LIVING HERE AS THEY ONLY MET HIM AT ONE SUNDAY AFTERNOON DINNER;

140) DAVID RUNNING AROUND IN HIS BOXER SHORTS & TEXTING WOMEN, HE CLAIMS IS "UNREASONABLE FOR MY POSITION" OF POOR EXAMPLE FOR MY 2 GRAND GIRLS;

141) I PACKED SOME CLOTHES, ASPRIN, SKIN CREAM, SNACKS & DRINK, NOT WINE, IN A BOX & LEFT IT BY THE GARAGE DOOR;

142) DAVID SAID I SHOULD HAVE TOLD HIM SOONER AS I TRIED NIGHT BEFORE AS IT WAS FOR JUST WEEKEND, BUT HE DECIDED 9 DAYS AT MOTEL & NO COMMUNICATION;

143) BY HIS ACTIONS HE MADE RELATIONSHIP UNACCEPTABLE AS DAVID RESPONDS WITH HIS CLAIMED "INTEGRITY, ETHICS, KINDNESS & RESPECT, ETC., SO MY FAULT;

144) WHEN I GOT HOME DAVID'S BOX WAS THROWN AGAINST MY GARAGE DOOR;

145) DAVID CLAIMED HE THREW THE KEY, BUT COULD NOT FIND AT THE TIME;

146) JUST FRIDAY & SATURDAY NIGHT, EXPLANATIONS FOR UNACCEPTABLE NAKED BEHAVIOR, THROWN BELONGINGS ON DRIVEWAY & HE TRASHED ME ON FACEBOOK;

147) DAVID TAKES A MOTEL ROOM FOR 9 OR 10 NIGHTS & HE WANTS ME TO PAY BILL FOR \$236.00 FOR HIS INCONVENIENCE, BECAUSE LOCKED HIM OUT OF SHIELDS & LEE COMPANY, SO NO COT & ROOM, PLUS EMBARRASSED & AGAIN IN ANSWER TO COURT;

148) I NEEDED BED FOR "GOOD CAUSE" REASON, FAMILY & UNDERSTANDABLE;

149) DAVID CAUSED HIS OWN PROBLEMS & NOT COMMUNICATE ABOUT ANYTHING;

150) DAVID CLAIMED CONFUSION & LAID IN DARK TRYING TO FIGURE THINGS OUT;

- 151) DAVID CLAIMED HE CAME BACK BECAUSE HE FORGOT SOMETHING, WHICH WAS REVENAGE WITH HIS TRICK, SHELLY RENEE; (FEBRUARY 19, 2015 TO MAR. 10, 2015 WHEN DAVID WALKED OUT & REFUSE TO TALK/SETTLE ANYTHING.) (EX. # 23 & EX. 17);
- 152) 42 YR OLD SHELLY RENEE "TRICK" MARCH 9, 2015 – DAVID HOME FOR DINNER; ASKS IF I KNOW "SHELLY RENEE," BECAUSE SHE KEEPS BOTHERING HIM. I SAID WOULD CHECK, BUT NOT A FRIEND, SO FILED A FRIENDS REQUEST & TOLD DAVID;
- 153) I LEARN DAVID HAD BEEN IN DEEP CONVERSATION WITH RENEE SINCE JANUARY, 2015 WHILE LIVING WITH ME, USING SAME LINES & USE OF DEAD SON FOR SYMPATHY;
- 154) AFTER DAVID LEFT IN "WALK OUT" I INVITED RENEE TO MY HOUSE; (EX. # 17);
- 155) RENEE INFORMED ME HE WAS AN OLD DRUNKEN MAN & NOT OF HER TYPE OR INTEREST;
- 156) RENEE WANTED DAVID'S BEDROOM FOR FREE BECAUSE SHE HAD NOTHING, BUT HER CAR & HAD MULTIPLE SEZUIRES. DAVID MUST HAVE TOLD HER THESE FALSITIES;
- 157) I REFUSED & SENT E-MAIL TO DAVID ABOUT THIS RENEE SITUATION;
- 158) DAVID REPLIES THE NEXT DAY BY E-MAIL FALSELY CLAIMING "I DID NOT SUPPORT HIM & THREW HIM OUT THREE TIMES;"(MAR. 22, 2015 E-MAIL- EXHIBIT # 17)
- 159) I CONSULTED WITH MULTIPLE RELATIONSHIP EXPERTS PHD & INTO THERAPY AT "HOPES DOOR" FOR ALL ABUSES & CONFUSION ATTENDING MULTIPLE SESSIONS.(# 28)
- 160) MY 1 QUESTION – MAR. 9, 2015 "MAYBE WE SHOULD DATE OTHER PEOPLE." (# 17)
- 161) DAVID'S RESPONSE: "NO ! LIKE IT OR NOT – STATED IN LESS THAN ONE SECOND. I DON'T WANT TO DATE OTHER PEOPLE, ROLL THE DICE & GO BACKWARDS; (EX. # 17)
- 162) WE WILL TALK ABOUT THIS LATER AS IT IS LATE; (EX. # 17)
- 163) NO CONVERSATION HAPPENED AS HE SAT UP ALL NIGHT AS I WAS ASLEEP;
- 164) DAVID DIDN'T SEE ME, NOTHING & NO NOTE.(EX. # 17 & LETTERS OF ADVICE);
- 165) I FOUND OUT HIS EXCITEMENT ABOUT RENEE, SO I SENT AN E-MAIL HE CAN HELP HER UNPACK IN HER MOVE TO DALLAS;(EX. # 17) (HE CLAIMS EVERYONE SAID IT.)
- 166) UNKNOWN TO ME DAVID HAD TAKEN ALL HIS THINGS & CLAIMED THROWN MY KEY OUTSIDE, AS NEVER FOUND; (SCARED ME TO JUST GO AWAY & NOT SUE HIM.);
- 167) I SECURED MY DOOR, KEPT PROTECTION IN CASE HE RETURNED IN AN ANGRY RAGE, CONTINUED THERAPY & RECOMMENDATIONS BY EXPERT RELATIONSHIP PROFESSIONALS TO SORT OUT THIS SCAM, INVESTIGATION & MY DEMANDS; (# 6, #25)
- 168) DAVID RESPONSE CERTIFIED LETTER WITH FAKE NAME, HANG UPS & 2 FALSE POLICE REPORTS, WHILE CLAIMING HE WAS MOVING OUT OF STATE; (EX. #4, # 20)
- 169) NIGHT OF "WALK OUT" DAVID CONTACTED ME WITH EVIL, VIAL STATEMENTS & THREATS, CLAIMED MAKING CONTACT WITH OTHERS TO DESTROY ME & MY REPUTATION IN REVENGE, CALLED AWFUL NAMES I THOUGHT I WAS IMPOSSIBLE;
- 170) SEX. ED. NO ED. DIDN'T ASK FOR SEX & INAPPROPRIATE SEX CONVERSATION DAVID CLAIMED HIS DESIRE TO NEXT LEVEL. DIDN'T KNOW WHAT HE MEANT.(Verbal)
- 171) I WAS RELIED HE HAD ED. I DID NOT ASK FOR SEX. DAVID BROUGHT SEX UP.

172) DAVID KEPT BRINGING IT UP AT DINNER ABOUT SEX WITH OTHERS & REVENAGE;

173) DAVID THEN CLAIMS NOTHING WRONG (NO ED) WITH HIM AT LATER DATE;

174) DAVID IS VERY STRANGE OBSESSIVE, CONFLICTED MAN THAT SEEMS TO DRIVE HIM BASED ON VISUAL & PHYSICAL APPEARANCE WITH CONTROL AS "NARCASSIST" WITH ANGER & RAGE, BLAMING OTHERS & NO RESPONSIBILITY FOR HIS OWN ACTS;

175) SEX ACTS WITH FIRST WIFE- DAVID BRINGS UP AT DINNER MULTIPLE TIMES HIS SEX ACTS WITH FIRST WIFE & HIS PROCLAIMED DISSATISFACTION; (MARCH 9, 2015);

176) DAVID IS WOMANIZER, WHO USES WOMEN FOR HIS OWN ENRICHMENT WITH NO LOVE, SO IT APPEARED HE WAS INCAPABLE OF A LOVING RELATIONSHIP AS NOT COMPATIBLE TO ME. I INFORM HIM NO OTHER WOMEN AT TIMES OF MOVE IN;

177) SO LATER I SUGGESTED "WE DATE OTHER PEOPLE" CAUSING HIS "WALK OUT;"

178) DAVID'S "FRAUD UPON THE COURT" WAS "I THREW HIM OUT 3 TIMES & FALSELY I RECEIVED A LETTER FROM ONE OF HIS MANY WIVES," WHICH I NEVER DID;

179) DAVID NEEDS TO PAY FOR HIS LIVING EXPENSES FOR 5 MONTHS & ALL DAMAGES;

180) DAVID IS NOT MY CHILD, WAS WORKING 3 JOBS WITH 4 PAY / INCOME CHECKS. I OWE HIM NOTHING. HE MANIPULATED & CONTROLLED ME FOR HIS UNJUST PURPOSE OF ENRICHMENTS, INJURIES, DAMAGES LOSSES, PAIN & SUFFERING, SINCE 2014 , ETC.;

181) I AM NOT RESPONSIBLE FOR DAVID & HIS LIFE STYLE, LIVING EXPENSES, FRAUD, INSECURITIES, SCAMS & VENGEFUL DAMAGES. THIS CAUSED MY CONCERNS, FEARS & LOSSES / DAMAGES, WHILE TRYING TO KEEP HIM CALM TO ELIMINATE ANGER & RAGE

(EX. 1 TO 37) DAVID STARES AT ME DURING DINNER. HE KNEW HIS INTENT & ACTS:

117. VIAGRA REVENAGE AGAINST PAST GIRL FRIEND, SHOWS PATTERN & PRACTICES OF DAVID SCHROEDER. USE OF WOMEN FOR HIS LIVING STANDARDS & EXPERIENCES; TOOK VIAGRA KNOWING HE WAS LEAVING A GIRL FRIEND TO HAVE HIS REVENGE.SEX; BOUGHT \$46,000.00 RING, SHE LAUGHED. HE TOOK IT BACK & USED AS MANIPULATION; SPOKE TO HER EX-HUSBAND. CLAIMED SHE'S DRUNK & LIVED OFF HER FOR MONTHS; HE USED STATEMENTS & PICTURE OF RING TO TRY TO LURE ME IN, BUT I REFUSED; WHERE WAS \$46,000.00 TO FEED & HOUSE HIM NOW ? SHE STABBED A CHICKEN AS HIM; WHY WOULD NONE OF HIS FRIENDS TAKE HIM IN, INCLUDING MS. LEMOND?

WHY HE CALLS "MY HOUSE HIS HOUSE"? WHY HE TRIES CONTROL, RAGE, ANGER & USE FLATTERY TO STAY IN HOUSE. CLAIMS TO QUIT HIS JOBS, STAY HOME OR WORK OUT OF HOUSE. I TRIED TO STAY OUT OF COURT, HE THRETEENS, IS SILENT & DELAYS;

I WORKED SINCE 16 YEARS OLD. NOTHING IS EASY. I DON'T SUPPORT ANYONE ON \$1,212.00. NOT EVEN ENOUGH FOR HOUSE & MYSELF. HE WAS INFORMED BEFORE THIS MOVE I. NO ONE LIVES FOR FREE;" (HE HAD MANY OTHER WOMAN TO MOVE IN WITH;

118. GO BACK TO 1 ST WIFE SICK & HEART TROUBLE -DAVID CLAIM NEVER WOULD;

HE HAS SUCH HATRED IN HIS HEART. AFTER BREAK UP HE CLAIMED HE WOULD GO BACK TO 1ST WIFE BEFORE HE EVER SEES ME AGAIN, AS I AM EVIL & HURTING GOD. DAVID'S LEWD STATEMENTS WERE SO GROSS, INMATURE & UNCALLED FOR HERE AS I KEPT HIM FROM SLEEPING IN A SHELTER OR PARKED CAR, HUNGRY, COLD, DEPRESSED

//.

GRANDDAUGHTER GOES MISSING & CALLED A FRIEND THEN WATCHED A MOVIE;
HE CLAIMS PROBABLY PREGNANT RUN AWAY LIKE HER MOTHER, HIS DAUGHTER
& LITTLE TO NO CONCERN;

119. GRANDSON ETHAN WAS LOVE OF DAVID'S LIFE & RAISED HIM AS BABY TO 12;
THEY TOOK HIM AWAY BECAUSE OF TELLING HIM WHO HIS REAL DAD WAS;
MAYBE BECAUSE OF TRUST ISSUES FOR DRIVING UNDER INFLUENCE, THREATS OR
WOMANIZING EXAMPLES; (VERBAL);

NOT SEEN OR TOGETHER FOR 4 YEARS OR MORE WITH ETHAN & ALL HIS FAMILY;

120. SENDING FOOD - I WOULD SEND A TREAT OF FOOD TO HIS JOB;
I KNEW DAVID WOULD LIKE ATTENTION & MIGHT HELP WITH DEPRESSION & WORTH;
HE SPEAKS ILL OF HIS BOSSES HUSBAND & TRAINER;

DAVID WAS NEVER HUNGRY AT ANYTIME & NEVER COMPLAINED OF LACK OF FOOD;
I PAID FOR 5 MONTHS OF FOOD CAUSING FINANCIAL DESTRUCTION WITH NO MONEY
FROM DAVID; HE WAS NEVER REFUSED ANYTHING AT ALL; PROMISED TO PAY;

121. CHRISTMAS GIFTS - 7 PM CAUSED HIM TO GO UPSTAIRS & SIT ON SOFA BY 8 PM;
WHEN I INQUIRED WHAT WAS WRONG HE SAID "HE WAS OVERCOME" BY MY KINDNESS
WHY BECAUSE HE WAS FAKE, CON MAN WITH A SCAM & DEPRESSED WITH ANOTHER;
HE DID NOT KNOW HOW TO REPLY TO LOVE & KINDNESS; (CLAIMED I HAD BIG HEART.)
(HE LEFT CHRISTMAS GIFTS BEHIND, BUT TOOK OTHER ITEMS FROM MY HOME THAT
WAS FOR MY USE, BUT NOT FOR REMOVAL & DENIED MY CONTROL.); (CONVERSION)

122. MANIPULATION BY WORDS & DEEDS START WITH FAKE FAINTING SPELL, USE OF
CONTROL BY HIS WORDS TO CREATE SYMPATHY, FLATTERY, ANGER, THREATS, RAGE,
ISOLATION, DEMEANING STATEMENTS & HIS OWN SUPERIOIRTY AS INSECURE MAN;
I CONSULT RELATIONSHIP & ABUSE PROFESSIONALS FOR ADVICE AS HOW TO HELP;
THEY TOLD ME TO DO OR SAY THINGS FOR VISUALIZATION & UNDERSTANDING, BUT
HAS NO EFFECTS, NO RESPONSES & CONTINUED SCAM, LIES, FRAUDS & ATTITUDES;
WANTED NICODERM TO STOP SMOKING & COULD NOT AFFORD IT, SO I PURCHASED;
DAVID TOOK IT BACK TO STORE, COLLECTED MONEY & NEVER USED IT; (\$26.00)

DR. KARIN BERGMAN GIVES DAVID "SERTRALINE 100 MG. 1 PER DAY - RX 113251800 -

Treatment - This medication may improve your mood, sleep, appetite, and energy level and may help
restore your interest in daily living. It may decrease fear, anxiety, unwanted thoughts, and the number
of panic attacks. It may also reduce the urge to perform repeated tasks (compulsions such as hand-
washing, counting, and checking) that interfere with daily living. Sertraline is known as a selective
serotonin reuptake inhibitor (SSRI). It works by helping to restore the balance of a certain natural
substance (serotonin) in the brain.

123. JOBS & DAVID'S BUSINESS PROFILE WITH IMPRESSIVE EDUCATION- (EX. # 15)

LINKEDIN SHOWS HIS GREAT EDUCATION, HIS BRAIN SMARTS, HIS SUCCESSES IN LIFE
THAT DO NOT LEND TO THESE CHARACTER FLAWS, PATTERNS & PRACTICES OF THESE

12.

CRIMES, DECEPTION & FRAUDS WITH NO TRUTH & NO EMOTIONAL CONNECTIONS IN EVERY FAILED RELATIONSHIPS CAUSING THREATS, RAGES, DAMAGES, PREDATOR BEHAVIOR & DANGER TO HIMSELF & OTHERS REPEATED YEARS & MY EXPERIENCE;
ADMIRER HIM, WANTED TO HELP, FELL IN LOVE WITH HIM & PROTECTIVE OF HIM BASED ON THE THINGS HE TOLD ME I BELIEVED AS TRUE, WHEN IT WAS NOT;
THAT DAVID DID NOT EXIST. HE TREATED ME WITH DISRESPECT & CALLED ME STUPID;
SHEILDS & LEE SURVEYORS - \$ 300.00 PER WEEK PLUS EXTRA WORK & BONUSES;
CELEBRATION - NIGHT MANAGER EVENINGS & OR WEEKENDS \$10.00 PER HOUR;
BRIAN'S "POOP SCOOP" DUTY - \$25.00 TO \$40.00 PER HOUR NIGHTS & OR WEEKENDS;
DALLAS PRINT SHOP - DAVID AS OWNER & CO-COMPANY GENERATE "NO INCOME;"
FASTTAC-AFFILIATED WITH DALLAS PRINT SHOP - "NO INCOME" FOR YEARS;
ABC IMAGING PRINT COMPANY - REGIONAL MANAGER APPX. \$108,000.00 PER YEAR;
SOCIAL SECURITY LIMITED AS SELF EMPLOYED & PAID LITTLE IN FOR RETIREMENT;
LIVED OFF MULTIPLE WOMEN LIVING EXPENSES MOVING FROM ONE TO ANOTHER;
124. INVALID SWORN AFFIDAVIT & TRUST DOCUMENTATION HAS "NO EFFECT."
DONE TO CALM DAVID ABOUT RESPONSIBILITY OF MY OWN COMMITMENTS;
POLICE SUGGESTED I GIVE HIM AN AFFIDAVIT TO SIGN ON ANY CLAIMS TO MY HOUSE, SO I DID; (EX # 11, # 14, # 22, # 27)
IT TOOK HIM WEEKS TO SIGN WITH VARIOUS EXCUSES; CLAIMED BANK APPT. NEEDED;
PROBLEM WAS IT WAS "NOT VALID," BUT TO HIM WOULD HAVE AFFECT ON HIS CLAIMS AFTER 6 MONTHS OF RESIDENCY; (EXHIBIT # 11, # 14, # 22, # 27)
THE HOUSE IS OWNED BY A "TRUST" NOT MENTIONED IN THIS AFFIDAVIT;
THIS AFFIDAVIT WAS NOT SIGNED BY ME OR ANY OFFICER OF THE TRUST;
THERE WAS NO ENFORCEMENT AS HE WAS NOT STAYING LONG ENOUGH TO FALSELY CLAIM A "COMMON LAW" MARRIAGE TO SECURE ANY PORTION OF MY HOME;
THIS WAS USED TO CALM HIS ANGER/RAGES;
DAVID PLANS TO USE THIS FALSE DOCUMENT AT TRIAL;
DAVID SCHROEDER IS ONLY SIGNER ON DOCUMENT WITH NO AUTHORITY & NO OWNERSHIP AS HE FALSELY CLAIMS IN HIS FILED ANSWER TO THIS LAWSUIT;
125. FARMERS BRANCH POLICE DEPT. (Exhibit # 20, # 21)
2 FALSE POLICE REPORTS HE CLAIMED AS 4 TO COURT TO RUIN MY REPUTATION, CHARACTER & CAREER IN RETALIATION & TO ELIMINATE JUDICIAL CLAIMS, CONTROL DEMANDS & ALL RESTITUTION; (INTENTIONAL FALSE STATEMENT TO COURT.)
MY DEFENSE LETTER SENT TO LT. FOXALL. DAVID CLAIMS IS UNLAWFUL ACT;
HAVE POLICE DOCUMENTS AS PROOF OF TRUTH. FILED PICTURES OF TWO OF DAVID SCHROEDER TARGETS / VICTIMS AS HE SENT ONE TO ME IN A LETTER; (EX #20, # 21)
IT IS ILLEGAL TO FILE FALSE REPORTS TO POLICE & FRAUD UPON THE COURTS;

KNOWLEDGE OF HIS CRIMES IGNORED TO DATE, NO JURISDICTION & OBSTRUCTIONS;
DAVID USED FARMER BRANCH POLICE FOR INTIMIDATION TO NOT FILE LAWSUIT & TO
CONTINUE TO HIDE HIS PARTNER FROM BEING DISCOVERED FOR ANY LAWSUIT;

126. STALKING & OTHER FALSE CLAIMS TO THIS COURT FOR MORE OF HIS MONEY

I HAVE NEVER BEEN TO ANY OF DAVID SCHROEDER'S HOMES, BUSINESSES, JOBS OR
ANY OTHER LOCATIONS; (EXHIBIT # 2) CONTINUANCE WAS FALSE & NO SERVICE;

I HAVE MADE NO THREATS AGAINST HIM OR ANYONE; SENT FOOD TO HIM TO EAT
AFTER BREAK UP BECAUSE I FEARED HIM LIVING IN PARK DRINKING BEER;

I HAVE SENT DEMAND LETTERS TO VARIOUS ADDRESSES BECAUSE I DID NOT KNOW
WHERE HE WAS GETTING HIS MAIL;

DAVID CLAIMED HE WAS MOVING OUT OF STATE, WHICH WAS ANOTHER LIE;

I SUGGEST LUNCH IN A PUBLIC PLACE TO SETTLE MY DEMANDS PRIOR TO FILING THIS
LAWSUIT TO PREVENT COURT TRIAL, BUT NO RESPONSES FROM DAVID; (NEVER WENT)

WRITTEN DEMANDS RECEIVED IS A REQUIREMENT BEFORE FILING A LAWSUIT;

I HAD A RIGHT TO DEFEND & PROTECT MYSELF FROM FALSE POLICE REPORTS FOR
RETALIATION / THREATS TO PREVENT SUIT, ALONG WITH HANG UPS AT ALL HOURS OF
THE NIGHT BY DAVID SCHROEDER & HIS PARTNER IN CRIME LEMOND & ALL LIES;

127. MCKINNEY POLICE REPORTS & PATROL REQUEST FOR THREATS- FILED 10/16/15,
12/25/2014 & PATROL 10/16/15 TO 12/31/ 15 AGAINST DAVID SCHROEDER FOR THREATS;
(EXHIBIT # 22)

128. RELATIONSHIP PROFESSIONAL EXPERTS CONTACTED FOR HELP FOR DAVID!

MATTHEW HUSSY, DAVID WYGANT, BOB GRANT, PHD, CHRISTIAN CARTER, MICHAEL
FIORE, BRAD BROWNING, ADAM LODOLCE, PHILLIP MCGRAW, PHD, JOHN GRAY, PHD,
RORI RYAN, JOHNATHON MARTINSON, BARBARA DEANGELIS PHD & DR. DIANA
KISHCHER, PHD., HOPES DOOR - ABUSE COUNSELING PLANO & CHURCH PASTOR; pg 34-38

129. RUIN MY REPUTATION & MY CAREER IN RETALIATION & FALSITY TO COURT
MR. SCHROEDER AFTER RECEIVING MY FINAL DEMAND LETTER (FEB. 15, 2016) WAS
TRYING TO ESTABLISH A DEFENSE FOR HIS SCAM, FRAUDS & ILLEGAL ACTS, SO HE
FILED THE 2 FALSE POLICE REPORTS CLAIMED BY LT. FOXALL; (EXHIBIT # 20)

DAVID FALSELY CLAIMED AS 4 POLICE REPORTS TO THIS COURT. WHY? TO DISCREDIT.

DAVID HAD THREATENED ME MANY TIMES WITH HIS ATTORNEYS TO DESTROY ME IF I
DON'T DROP THESE THINGS AGAINST HIM; (Claimed moving out of Texas April, 28, 2015.)

STATED IN MCKINNEY & FARMERS BRANCH POLICE REPORTS & CLAIMED TO COURT;

130. PHONY MEDIATION WITH CONTINUED LIES WAS NOT NEGOCIABLE WITH DAVID
SCHROEDER KNOWING WHAT I KNOW & FALSITIES TO THIS COURT. (EXHIBIT # 2, 3)

DAVID HAD "LIVE IN PARTNER" FOR CRIMES WITH GERRY (GERALDINE) FRENCH
LEMOND FOR THIS SCAM AGAINST ME; (EXHIBITS # 12, # 13, # 17, # 24);

HE FALSELY FILED FOR LIVING EXPENSES, AFTER HE WALKED AWAY WILLINGLY FROM
112 WINSLEY CIRCLE HOME WITH "NO PRIOR EXPLANATION" TO DARLENE AMRHEIN;

HE FILES FALSE CLAIMS OF THOUSANDS OF DOLLARS FOR AFFECTING HIS QUALITY

OF LIFE, PRIVACY, HARASSMENT & LIFE STYLE; (EXHIBIT # 2) (Was moving out of state.)
DAVID SCHROEDER "CHANGES WOMEN TO LIVE OFF LIKE CHANGING HIS SOCKS" BY
HIS PATTERN & PRACTICES, UNBALANCED, SICK, DANGEROUS WITH GOAL OF A GUN;
DAVID & MS. LEMOND (TWO EX-HUSBANDS & A DEAD SON) HAVE ALOT IN COMMON
LIVING AT 11601 LARGO VISTA W. APT. 1128. DALLAS, TEXAS 75234 TO EXTORT MONEY;
AS "INDISPENSIBLE PARTY" AGAINST AMRHEIN THROUGH COLLIN COUNTY COURT;
THIS IS CONSPIRACY, COLLUSION, COVER UP, OBSTRUCTION OF JUSTICE, DEFAMATION
& CRIMINAL ACTS CAUSING DAMAGES TO DARLENE C. AMRHEIN BY BOTH PARTIES;

**131. PRIVATE INVESTIGATION \$1,175. DEMAND LETTERS. 26 MONTHS OF WAITING.
CONVERSION OF MY PROPERTY & ALL VARIOUS DAMAGES. (EXHIBITS # 1, # 6, # 25)**

PRIVATE INVESTIGATOR STANUL DID WORK TO LOCATE THE RESIDENCE OF DAVID
SCHROEDER FOR SERVICE OF PROCESS FOR THIS LAWSUIT; (EXHIBIT # 25)
SOME MARRIAGES, DIVORCES & SHACKING UP DOES NOT SHOW IN SOME PI REPORTS;
DARLENE AMRHEIN SENT HER FINAL DEMAND LETTER ON FEBRUARY 15, 2016; (# 5)
LAWSUIT CITATION SERVED ON OR ABOUT MAY 9, 2016 AT ABC IMAGING CO. JOB;
DAVID SCHROEDER'S ANSWER MAY 12, 2016; (WHILE LIVING WITH LEMOND)(#2, # 24)
MOTION FOR CONTINUANCE ORDER SEPTEMBER 15, 2016; (NO MEDIATION DATE) (# 3)
NEW ADDITIONAL DISCOVERY TO REMOVE OFFER OF MEDIATION DECEMBER 1, 2016;
REFUSED MEDIATION BASED ON "NEW INFORMATION" DECEMBER 3, 2016; (# 12, # 13)
SCHROEDER KNEW OF COURT ORDER SINCE SEPT. 15, 2016 & SCHEDULES TRAVELS FOR
DECEMBER 12 TO 16, SO TO ELIMINATE TRIAL DATE; (PLAYING COURT & OTHERS)
TRIAL DATE SET DECEMBER 14, 2016 AT 11:00 AM & PLAINTIFF IS "READY;"

I SENT FOR CERTIFIED COURT RECORDS OF JAIL TIME & THID WIFE DIVORCE;
THIRD WIFE INSUPPORTABILITY AFTER 2 MONTHS OF MARRIAGE WAS ENOUGH FOR
HER & IN 2012 SHE WAS FORCED INTO BANKRUPTCY FOR ALL LEGAL FEES & EXPENSES

132. FRAUD UPON THE COURT BY KNOWINGLY FILING FALSE ANSWERS & CLAIMS

INCORRECT FALSE CLAIMS WITH INTENT FOR UNJUST ENRICHMENT WITH PARTNER;
FRAUD TO SWAY, MISREPRESENT, MISLEAD THIS COURT & JUDGE; (EX. # 2, # 3)(#1 to 35)
PLAINTIFF AMRHEIN OWES DAVID SCHROEDER MONEY FOR EXPENSES & DISRUPTION
OF PRIVACY, HARASSMENT & QUALITY OF LIFE, WHICH IS ALL FALSE; (FRAUDS);

**133. GERALDINE FRENCH LAMOND AS ACCESSORY TO DAVID'S CRIMES AGAINST ME.
ALSO KNOWN AS GERRY FRENCH & GERRY CLOETINGH OF 455 HIGHLAND DR. APT 5128
LEWISVILLE, TEXAS 75067 (EXHIBITS # 12, #13, # 24)**

LIVES WITH DAVID SCHROEDER AT 11601 LARGO VISTA APT 1128, FARMERS BRANCH /
DALLAS, TEXAS 75234; (AUGUST 11, 2015) - (EXHIBITS # 12, # 13, # 24)

GERRY FRENCH LEMOND GIRL FRIEND THAT "LIGHTS HIS FIRE" POSTED FACE BOOK;
DAVID HAS BEEN INVOLVED WITH FRENCH / LEMOND, SINCE BEFORE 2011;

15.

DAVID COMMENTED ON FACEBOOK & REFERENCE HER MOTHER & OTHER FAMILY;
WHY DID HE NOT LIVE WITH HER? WHY WOULD SHE NOT TAKE DAVID IN?
LEMOND WAS MARRIED & DIVORCED TO 2 DIFFERENT MEN & HAD DEAD SON, SO
MUCH IN COMMON WITH DAVID SCHROEDER AS PARTNER TO SCAM THIS MY MONEY;
GERRY LEMOND LIVED IN A LEWISVILLE APARTMENT IN 2014; (EX. # 24)
DARLENE HAD A HOUSE & WHAT APPEARED TO HAVE SOME MONEY FOR SCAM; (#14)
DAVID COMMUNICATED FRENCH / LAMOND MOSTLY EVERY DAY AT MY EXPENSES;
DAVID SPENT LESS THAN 2 HOURS NIGHTLY DURING HIS WINE & DINNER WITH ME;
DAVID WOULD COMMUNICATE WITH LEMOND & OTHERS UNTIL 1 TO 2 AM; (EX. # 24)
AT BREAK UP LEWISVILLE APARTMENT WAS NOT ACCEPTABLE, SO MOVED; (EX. # 24)
WHY WOULD HE KEEP MY PERSONAL THINGS & PICTURES LIVING WITH LEMOND?
WHY WOULD HE ASK FOR THOUSANDS \$\$\$ FOR LIVING EXPENSES WITH LEMOND?
GERRY LEMOND HAS KNOWLEDGE OF DAVID'S CRIMES & IS PARTY TO CONSPIRACY,
FRAUDS, COVER UP, COLLUSION TO COMMIT FRAUDS UPON THE COURT & EXTORT
MONEY BY FALSE CLAIMS & DEFAMATION AGAINST DARLENE C. AMRHEIN FOR
PLAINTIFF'S DAMAGES; FARMERS POLICE REPORT WAS TO HID FACTS OF LEMOND;
A SCAM BY DAVID SCHROEDER & GERRY LEMOND AGAINST DARLENE AMRHEIN;
IF SHE KNOWS NOTHING THEN SHE IS HIS NEXT VICTIM FOR SUPPORT & LIFE STYLE;
GERRY LEMOND SHOULD BE A **WITNESS AS "INDISPENSIBLE PARTY"** WITH FACTS,
KNOWLEDGES & REASON FOR DISCOVERY FOR ALL THESE LAWSUIT LIABILITIES;
134. LAST CONVERSATION BY DAVID SCHROEDER ON MARCH 10, 2015 ABOUT 8PM.
I WOULD NEVER HAVE SEX WITH YOUR FAT ASS; (He used a part of his body inside my body.)
I NEVER LOVED YOU; (VERY ANGRY & RAGING.) (NEW DISCOVERY EXPLAINS ALOT.)
WAS READY TO TAKE THIS TO NEXT LEVEL; (MEANINGLESS WITH OTHER WOMAN.)
YOU ARE EVIL, A BITCH, THE DEVIL & LOSS OF YOUR MINISTRY; (WHAT MINISTRY?)
WILL TELL EVERYONE SO YOU HAVE NO FRIENDS & NO MINISTRY; (Almost 500 friends)
WAS TYPING A POST ON FACEBOOK ABOUT ME AS HE WAS TEXTING & RAGING;
I HAD SEX WITH ONLY 5 WOMEN IN MY LIFE; (SENT EVENING & NEXT MORNING.)
I WOULD RATHER GO BACK TO FIRST CRAZY SICK WIFE THEN BE WITH YOU;
I WOULD RATHER GO BACK TO FALLING DRUNK GIRL FRIEND THEN BE WITH YOU;
NEXT WOMAN WILL LEARN ALL ABOUT YOU & WHO YOU REALLY ARE;
YOUR EX-HUSBAND WAS RIGHT TO ABUSE YOU; I (DAVID) AGREE WITH THE EX ABUSE
YOU WILL NEVER GET YOUR THINGS BACK; I WILL NEVER PAY ANY RENT; (3/10/15)
IF YOU SUE ME I WILL NEVER PAY NO MATTER WHO ORDERS IT; (3/10/2015)
IT APPEARED HE WAS DRINKING, RAGING & TELLING ME ABOUT HIS 5 SEX PARTNERS;
(THIS CONTINUED FOR HOURS & NEXT DAY.) (MARCH 11, 2105 - E-MAILS EX.# 7)

HE WAS WEEKS AWAY FROM COMPLETED 6 MONTH SCAM & KNEW WHERE TO GO;
THIS IS WHY HE HESITATED TO SIGN & NOTARIZED THE AFFIDAVIT FOR WEEKS;

135. CRIMINAL ACTIVITY PAST & PRESENT PRACTICES.

FRAUDS, DECEPTIONS, MISPRESENTATIONS, NEGLIGENCE, USE OF FALSE NAME FOR
ENTRAPMENT, THEFT & CONVERSION OF PROPERTY, SLANDER & DEFAME, THREATS,
CAUSING LOSSES, INJURIES, FRAUD UPON COURT, CONSPIRACY, COVER UP, FALSE
REPORTING, COLLUSION, "OBSTRUCTION OF JUSTICE" & OTHER ILLEGAL ACTS TO
FURTHER CRIMES AGAINST PLAINTIFF DARLENE AMRHEIN & IN RETALIATION TO
ACQUIRE MY ASSETS FOR HIS UNJUST ENRICHMENT BY CONVERSION & THEFT; (#1 - 35)

**HE CAN COVER UP DEATH OF SON HE LOVES, THEN A CON & THIS CONVERSION
WITH ME IS SMALL INSIGNIFICANT ISSUES FRAUDS AGAINST LAWS IS "NOTHING;"**

136. OBSTRUCTION OF JUSTICE, FRAUDS, DECEPTIONS, INTENT, VIOLATIONS OF LAW;

DAVID SCHROEDER GOAL WAS TO ACQUIRE A GUN AS DISCUSSED WITH ME 2015;
HE HAS BEEN IN JAIL FOR MONTHS WITH 2 PLUS YEAR PROBATION, FEES & FINES;
DRIVEN BY MONEY, WILL SCAM FOR MONEY & ACCUSED 1ST WIFE OF FORGERY;
DECEASED MOTHER WANTED TO BE IN COLORADO. LAUGHED IN CLOSET & STORAGE;
NOW HAS A GOOD JOB WITH A COMPANY HE CLAIMS CORRUPT, BUT WANTS MONEY;
HAS LIVED OFF SEVERAL WOMEN & WILL CONTINUE TO DO SO AS HIS SIDE JOB;
DAVID IS A PREDATOR & VERY DANGEROUS TO HIMSELF & OTHERS;

DO NOT PUT ANYTHING PAST HIM & STRONG BELIEVER IN REVENAGE AT ALL COSTS;
HE HAS A HATRED FOR PEOPLE & CLAIMED DISAPPOINTED WITH RAGE AS CHILD;

137. VARIOUS DAMAGES TO BE JUSTLY PAID, PLUS PICTURES, QUOTES & CERTIFIED:

MY RAYBAN SUNGLASSES - \$140.00

SILVER CROSS & CHAIN - \$60.00 (FROM MY NOW DECEASED MOTHER)

GO BIBLE & QUILTED CASE - \$60.00

ST. JUDE MEDAL - \$40.00

SCHROEDER'S KID'S CHRISTMAS PRESENTS (2014) - \$100.00

ALL MY STUDIO PICTURES & LIKENESS- NO ONE HAS PERMISSION TO USE AT ANYTIME

ANDREA BOCELLI CONCERT TICKET (DEC. 11, 2014) - \$ 90.00 EACH

CONCERT PARKING & WINE - \$40.00

TWO TIES PINK & GREEN - \$60.00

TWO SHIRTS PINK & GREEN - \$ 80.00

LARGE SWEAT SUIT - \$ 30.00

BROWN JACKET RUINED WITH COFFEE STAINS - \$ 28.00

CERTIFIED DEMAND LETTERS & POSTAGE - \$40.00
NICODERM FOR SMOKING -\$28.00
PAID MOVIE & DINNER - \$42.00
PAID CHILI LUNCH - \$20.00
WINE BILL DAILY (NOV. 1, 2014 TO MARCH 9, 2015)- \$ 600.00
PICTURE FRAME - \$10.00
BLUE LUNCH BAG - \$20.00
BLUE THERMOS - \$25.00 (MY DAD'S)
VALENTINES BROKE GAS MONEY - \$100.00
LOSS OF TIME(26 MONTHS) KEYS & LOCKS - (\$90.00)
LOSS OF USE OF PROPERTY & MY MONEY- PER COURT'S CONSIDERATIONS AS JUST;
DENIED QUALITY OF LIFE -PER COURT'S CONSIDERATIONS AS JUST;
DENIED PEACE OF MIND -PER COURT'S CONSIDERATIONS AS JUSTIED;
DENIED PRIVACY -PER COURT'S CONSIDERATIONS AS JUSTIFIED;
INFLECTION OF EMOTIONAL DISTRESS-PER COURT'S CONSIDERATIONS AS JUSTIFIED;
FALSE POLICE REPORTS -PER COURT'S CONSIDERATIONS AS JUSTIFIED;
DEFAMATION & OR SLANDER - PER COURT'S CONSIDERATIONS AS JUSTIFIED;
DESTRUCTION OF REPUTATION BY FALSE STATEMENTS & INTENT TO TARNISH;
FOOD, UTILITIES, LAUNDRY, SERVICES, RENT, MEALS, SNACKS - \$200.00 PER MONTH
(SEPT 30, 2014 TO MARCH 10, 2015) - \$800.00 + \$600.00 WINE BILL;
DAMAGES & REPLACEMENT OF PATIO RUG - \$105.00
DAMAGES TO BATHROOM GROUT – QUOTES \$250 TO \$400 FOR REPAIRS;
FRAUDS, CONSPIRACY, COVER UP, DECEPTION, COLLUSION & EXTORTION -
USE OF PROPERTY, TAXES & INSURANCE -PER COURT'S CONSIDERATIONS AS JUST;
MISREPRESENTATIONS-PER COURT'S CONSIDERATIONS AS JUSTIFIED;
LOSS OF TIME - PER COURT'S CONSIDERATIONS AS JUSTIFIED;
CONVERSION OF PROPERTY - PER COURT'S CONSIDERATIONS AS JUSTIFIED;
FILING FEES-SET BY THIS COURT;
ATTORNEYS FEES – AS FILED BEFORE THE COURT;
LEGAL EXPENSES -PER COURT'S CONSIDERATIONS AS JUSTIFIED;
PRIVATE INVESTIGATOR - \$1,300.00
TRIAL PREPARATION – AS ITEMIZED BY ATTORNEY BOLLINGER;
OTHER EXPENSES LIKE PUBLIC RECORDS FEES & ALL OTHER COSTS;
LATE FEES - AS PRESENTED TO THIS COURT JUSTIFIED;

18.

PERSONAL INJURIES – AS SET BY THIS COURT BASED ON THE EVIDENCE;
THREATS -PER COURT'S CONSIDERATIONS AS JUSTIFIED;
HARASSMENT - PER COURT'S CONSIDERATIONS AS JUSTIFIED;
COLLIN COUNTY HOPES DOOR THERAPY – DONATION FOR THERAPY COST;
INVOLVED THIRD PERSON THAT AFFECTED THIS RELATIONSHIP, FRAUDS & OUTCOME;
LOSS OF TRUST - PER COURT'S CONSIDERATIONS AS JUSTIFIED;
FALSE STATEMENTS TO THE COURT TO DAMAGE & OR DISCREDIT MY REPUTATION;
CONCEALMENT & OMISSIONS OF "RELEVANT MATERIAL INFORMATION;"
DAMAGED FURNITURE TABLE, MICROWAVE, BATHROOM GROUT & CONCRETE; QUOTE
FRAUDS TO SEPARATE DARLENE AMRHEIN FROM HER PROPERTY & MONEY;
PUNITIVE, EXEMPLARY & OR TREBLE DAMAGES – PER COURT ORDER;
26 MONTHS INTEREST ON RENT MONEY, PROPERTY & INTERESTS- STANDARD RATES;
INTENT & WHAT COURT FEELS IS REQUIRED BY LAWS FOR ALL MY INJURIES;

138. HOW THIS CHANGED MY LIFE CAN'T BEGIN TO BE MEASURED. LOSS OF MY PROPERTY FOR 5 MONTHS, WORK, EXPENSES, FEAR, THREATS, DANGERS, INTENT, CONVERSION OF MY PROPERTY, EMOTIONAL DISTRESS, LOSS OF QUALITY OF LIFE BY FRAUDS, DECEPTION, NON DISCLOSURE, LOSS OF MY MONEY & FINANCIAL SECURITY CAUSING NEGATIVE EFFECTS UPON MY LIFE & WELL BEING & DAMAGES TO MY PROPERTY, FINES & FEES FOR EXPENSES USED BY DAVID SCHROEDER BY FRAUDS & FALSE IMPRESSIONS, ATTORNEY THREATS & INTENT TO DECEIVE ME & THIS COURT:

- 1) VERBAL, PHYSICAL & ABUSES, THREATS & BODY SHAMING CAUSING 2 SURGERIES, MORE THAN A \$ 2,000 CO-PAY & TOTAL OVER \$10,000 & 2 OPERATIONS ON BOTH LEGS;
- 2) DENIED PEACE OF MIND, MR. SCHROEDER ASKED QUESTIONS & GOT FRAUDS, ETC.
- 3) BROKEN HEART & CRYING BECAUSE OF MR. SCHROEDER; DANGERS OF PREDIATOR;
- 4) FRAUD EXPERIENCES, DECEPTIONS, COVER UP, CONSPIRACY & COLLUSION BY HIM;
- 5) ATTEMPTED LOSS OF MY HOME BY SCHROEDER & HIS PARTNER MS. LEMOND;
- 6) CAUSED INSECURITY & CONVERSION OF MY PROPERTY WITHOUT MY PERMISSION;
- 7) UNBELIEVABLE CONTINUED FEAR OF MR. SCHROEDER & HIS MENTAL ISSUES;
- 8) LOSS OF MY SECURITY & SAFETY BECAUSE OF MR. SCHROEDER'S FRAUDS, ETC.;
- 9) COULD NOT PAY MY TAXES & HOA PUTTING MY HOME IN JEOPARDY OF LOSS;
- 10) NO COMMUNICATION, NO FOOD MONEY, SO GO TO PUBLIC ASSISTANCE FOR HELP;
- 11) NO MONEY FOR MEDICINE, GOT SICK, SOCIAL WORKER CALLED IN BY MY DOCTOR;
- 12) INFECTIONS, NO INSULIN AS DIABETIC, CAUSING COMPLICATIONS & LIFE THREAT;
- 13) LACK OF SAFETY, LEWD LANGUAGE & MULTIPLE DAMAGES TO MY HOME;
- 14) COMPROMISE OF MY PRIVACY & SECURITY WITH EXTENSIVE ALARM & BILLING;
- 15) NO DENTAL & PAIN, TWO BROKEN TEETH FROM NIGHT GRINDING & NO MONEY;

16) NEEDED REPAIRS TO HOME FOR DAMAGES, NO MONEY TO REPAIR & COPD AFFECTS
17) THREAT OF FORECLOSURE DUE TO NO MONEY FOR SOD & \$500.00 FINE BY HOA;
18) UTILITIES LATE PAYMENTS AT TIMES, HAD TO CANCEL E-MAIL & CELL PHONE;
19) LOSS OF LIFE INSURANCE NON PAYMENT BECAUSE OF NO MONEY BY SCHROEDER;
20) LACK OF SLEEP DUE TO STRESS BY SCHROEDER & INTRUSIVE HANG UP CALLS;
21) NO APPETITE DO TO UPSET; TOOK ADVICE OF MANY PROFESSIONAL EXPERTS;
22) LACK OF BASIC MAINTANENCE & REPAIRS TO AUTO DUE TO LACK OF MONEY;
23) LACK OF SOCIALIZING WITH FRIENDS & FAMILY & MISTRUST OF OTHERS;
24) SUSPECT CONTACTS BY PRESONAL MESSAGES & ON FACEBOOK BY STRANGE MEN;
25) LACK OF JOY, HAPPINESS & LAUGHING IN MY LIFE BECAUSE OF SCHROEDER;
26) 21 MONTHS OF WAITING FOR RESOLUTIONS & MY MONEY BY DAVID SCHROEDER;
27) 21 MONTHS HUMILIATION, EMBARRASEMENT & EXPENSES FOR HIS OWN RECORDS;
28) COUNSELING WITH MY PASTER; NO STALKING BY ME, SO FRAUD UPON COURT;
29) THERAPY FOR ABUSES, ANGER & CONTROL; NO RESPONSE TO DEMAND LETTERS;
30) FORCED TO RETURN TO WORK WITH MY DISABILITIES, UNSUCCESSFULLY;
31) FARMERS BRANCH POLICE CONTACTS AT HOME & WORK WAS UPSETTING & FALSE;
32) REPORTS TO MCKINNEY POLICE FOR SURVELLANCE OF MY HOME FOR FEARS;
33) LOSS OF FAITH,UPSET, NO CHARITY WORK, ATTY, FILING LAWSUIT & HERE TODAY;
34) REFUSED MEDIATION AFTER "NEW INFORMATION" DISCOVERED DEC. 3, 2016;
35) HIRING AN ATTORNEY, SCHROEDER'S 2ND CONTINUANCE DELAYS & LOSS OF TIME;
36) CLAIMS HE HAS ATTORNEYS & CONNECTIONS THREATS TO EXAMINE MY LETTERS.
37) DAVID NOT CHILD, LOSSES, LIES, OMITTS, OBSTRUCTS & CLAIMS **FALSE DAMAGES:**
139. IF I HAD KNOWN ABOUT DAVID SCHROEDER & HIS PATTERNS & PRACTICES HE
WOULD HAVE NEVER COME TO MY HOME, NOR WOULD HAVE BEEN EVEN A FRIEND;
SINCE BREAK UP, I HAVE RECEIVED STRANGE MEN PERSONAL MESSAGES THAT FACE
BOOK COULD NOT VERIFY & THEY DELETED BY ME & OR FACE BOOK; (EX # 31)
DAVID WAS LOOKING FOR EVIDENCE & USED COMPUTER TO HIS ADVANTAGE FOR
PURPOSE; PLAINTIFF AMRHEIN HAS SUFFERED PAIN, LOSSES & ABUSES BY HIM
140. DAVID "YOU NEVER KNOW THE BATTLE I AM FIGHTING;" (E-MAIL MAR 11, 2015);
"ACT AS GODLY AS YOU ARE & EVERYTHING WILL BE OK;" (SENT E-MAIL MAR. 11, 2015)
"HE WILL NEVER PAY FOR MY DAMAGES OR MAKE RESTITUTION NO MATTER WHO
ORDERS IT," AFTER HE LEFT MARCH 10, 2015;
JULY 2015 DAVID SENDS NASTY E-MAIL TO ME WITH ANGER & NO COMMUNICATION;
AUGUST, 2015 DAVID POSTS ON LINDKIN ABOUT HIS LOVE, AT SAME TIME 11601 LARGO
VISTA APT 1128 WAS RENTED, WHICH DAVID & DIVORCED LAMOND LIVE TOGETHER;

DAVID WAS TEXTING HER DURING 5 MONTH'S WHILE LIVING AT MY 112 WINSLEY CIR.;
CAUSED DAMAGES AGAINST ME BY DAVID SCHROEDER & HIS PARTNER MS. LEMON; DAVID SCHROEDER IS "SCAM ARTIST & FREE LOADER" WITH ME & PARTNER LEMON; MS LEMON IS PARTICIPANT TO HIS CRIMES, SINCE 2011 WHEN I AM 1ST CONTACTED; DAVID CLAIMED HE WAITED 3 YEARS FOR ME TO COME ALONG...WELL HIS 3RD WIFE WAS DIVORCING HIM AS HE WAS CONTACTING ME AS HIS BACK UP PLAN, SO KNEW HE WAS LEAVING FOR HIS NEXT CON JOB, BECAUSE HE FEELS ENTITLED FOR ANGER OF THE DEATH OF HIS SON & JAIL TIME AGAINST THAT VICTIM AS HE CONTINUES TO DRINK AND DRIVE; (I AM VERY AFRAID FOR HIM & ALL OTHERS; HELP ME FINALLY. LAW REQUIRES ENFORCEMENT, PLUS ATTORNEYS FEES, EXPENSES & COURT COSTS TO BE MADE WHOLE, BUT IS IMPOSSIBLE;
MR. SCHROEDER CLAIMS TO BE ETHICAL, A MAN OF INTEGRITY, KIND & RESPECTFUL;

DAVID SCHROEDER VIOLATED LAWS & STATUTES:

ABUSES

- 1 : a corrupt practice or custom
- 2 : improper or excessive use or treatment : misuse <drug abuse>
- 3 obsolete : a deceitful act : deception
- 4 : language that condemns or vilifies usually unjustly, intemperately, and angrily
- 5 : physical maltreatment

SCHEME TO DEFRAUD (817.034 - Statutes & Constitution) : (FELONY)

"**Scheme to defraud**" means a systematic, ongoing course of conduct with intent to defraud one or more persons, or with intent to obtain property from one or more persons by false or fraudulent pretenses, representations, or promises or willful misrepresentations of a future act.

FRAUD

A false representation of a matter of fact—whether by words or by conduct, by false or misleading allegations, or by concealment of what should have been disclosed—that deceives and is intended to deceive another so that the individual will act upon it to her or his legal injury.

Fraud is commonly understood as dishonesty calculated for advantage. A person who is dishonest may be called a fraud. In the U.S. legal system, fraud is a specific offense with certain features.

Victims may seek redress in civil court.

Fraud must be proved by showing that the defendant's actions involved five separate elements: (1) a false statement of a material fact, (2) knowledge on the part of the defendant that the statement is untrue, (3) intent on the part of the defendant to deceive the alleged victim, (4) justifiable reliance by the alleged victim on the statement, and (5) injury to the alleged victim as a result.

These elements contain nuances that are not all easily proved.

False statement must relate to a material fact. It should also substantially affect a person's decision to enter into a contract or pursue a certain course of action.

Second, the defendant must know that the statement is untrue.

To be fraudulent, a false statement must be made with intent to deceive the victim. Once falsity and materiality are proved, because most material false statements are designed to mislead.

Third, false statement must be made with the intent to deprive the victim of some legal right.

Fourth, victim's reliance on false statement must be reasonable. Reliance on a patently absurd false statement generally will not give rise to fraud; however, people who are especially gullible, superstitious, or ignorant or who are illiterate may recover damages for fraud if the defendant knew and took advantage of their condition.

Finally, the false statement must cause the victim some injury that leaves her or him in a worse position than she or he was in before the fraud.

COLLUSION - secret agreement or cooperation especially for an illegal or deceitful purpose

CONSPIRACY - an agreement between two or more people to commit an act prohibited by law or to commit a lawful act by means prohibited by law; *also* : the crime or tort of participating in a conspiracy — compare substantive crime Some states require an overt act in addition to agreement to constitute conspiracy.

COVER UP OR CONCEALMENT - An effort or strategy of concealment, especially a planned effort to prevent something potentially scandalous from becoming public

CONVERSION OF PROPERTY

The wrongdoer converts the goods to his or her own use and excludes the owner from use and enjoyment of them. The English Common Law early recognized such an act as wrongful and, by the middle of the fifteenth century, allowed an action in Trover to compensate the aggrieved owner.

DEFAMATION / SLANDER

Oral defamation, in which someone tells one or more persons an untruth about another, which untruth will harm the reputation of the person defamed. Slander is a civil wrong (tort) and can be the basis for a lawsuit. Damages (payoff for worth) for slander may be limited to actual (special) damages unless there is malicious intent, since such damages are usually difficult to specify and harder to prove. Some statements, such as an untrue accusation of having committed a crime, having a loathsome disease or being unable to perform one's occupation, are treated as slander per se since the harm and malice are obvious and therefore usually result in general and even punitive damage recovery by the person harmed.

EXTORTION

Extortion as the gaining of property or money by almost any kind of force, or threat of 1) violence, 2) property damage, 3) harm to reputation, or 4) unfavorable government action. While usually viewed as a form of theft/larceny, extortion differs from robbery in that the threat in question does not pose an imminent physical danger to the victim.

DAVID SCHROEDER & (NEWLY DISCOVERED) GERRY LEMOND VIOLATED MANY LAWS DAMAGES AND CONSPIRED AGAINST PLAINTIFF DARLENE C. AMRHEIN;

TIMELINE OF ACTIONS TAKEN:

2011 -DAVID COMMENTS ON MY PICTURES DURING HIS 3RD DIVORCE; (UNKNOWN)

2014

JUNE 12 - ON MATCH LINKED DAVID & DARLENE, SO BEGAN COMMUNICATIONS;

JUNE 27 - DAVID WANTS TO MEET, FLIRTS, SAME LEAGUE, HIS PHONE NUMBER;

JULY 1 -NO MODEL, HEART IMPORTANT NOT BODY, TIRED OF BEING ALONE;

JULY 6 - NO PILLS, NO WINE, NO SMOKING, SPIRITUAL , INTIMACY, PARTICIPANT;

JULY 7 - WANTS WARM AFFECTION MARRIED 20 YRS LATER CHANGED 30 YRS, NEEDS HONESTY, LOSSES ARE TOUGH, LAST GIRL FRIEND LEFT FOR CHEATING, RING, NO LEAGUES ON MATTER OF THE HEART, CALLS ME BABY, ANXIETY UP, I ASK IF PLAYER;

JULY 10 - DEATH OF SON, OVER DOSE & DAUGHTER PRESENT;

JULY 13 - PRAYERS FOR HIS NEEDS & WANTS TO HEAR MY VOICE;

JULY 14 - SETS DATE AT KEG WINE BAR, DARLENE CANCELS;

JULY 15 - NEED SUPERNATURAL PRAYERS, CALLS MY EX AN ABUSER & SICK MAN;

JULY 18 - NOT LOOKING FOR A MODEL;

JULY 19 & 20 - CALL, CANCELS DATE, LACKS CONFIDENCE, NO MONEY, DEPRESSED;

JULY 23 - NEEDS NO STIMULATION TO MAKE LOVE;

JULY 24 - CAN DO EVERYTHING AT HOUSE, WOUNDED, DIVORCE 1996, MY EX NARC;

JULY 27 - OVER STUFF, UNSURE OF HIMSELF, NO PLAYER INSULT, FAMILY PROBLEMS;

JULY 29 -CALL, CAR ACCIDENT, WORKAHOLIC, WOUNDED, 25 YRS MARRIAGE, RING; NO ABUSE WANTED, NO DRAMA, THOUGHTS OF ME 10 TIMES @ DAY, HIS EX NARC;

JULY 30 -PASSIONATE, SUPPORTS ME, HARD WORKING & DOING BEST HE CAN;

AUG 1 - FOOD POISONING, STOMACH PAIN, HEADACHE, DIZZY;

AUG. 3 - CANCELS DATE;

AUG 4 to 7 - NEED PRAYERS, MIRACLES, INSIGNIFICANT, LAMBASTED, GERMAIN;

AUG. 10-11 - EMOTIONAL FEELINGS & ASKS FOR PATIENCE, GIVING UP & NO TALKING;

AUG. 12 -CALLS HIMSELF DUMB ASS, LOOSES IT, HACKED ON FACEBOOK;

AUG. 18 - MIRACLES, LOSING IT, WORSE, NO INCOME, 3 MO BEHIND CAR & RENT, SOLD OF ASSETS, DRAINED SAVINGS, LOW SOCIAL SECURITY AS SELF- EMPLOYED;

AUG. 19-26 - LOST ALL HOPE, LIFE FOULED. NO FIGHT LEFT, DOESN'T WANT TO BE ALONE, REALITY IS UNENTENABLE, CAN'T RETIRE, SILENCE, GIVING UP, DOWN;

AUG. 29-30 -FOOD POISONING, CANCEL DATE, LIFE CHANGING , BAD NEWS, FEAR GONE & RESIGNED, TIRED OF FIGHT, NO SIMPLE ANSWERS, DESTROYING GROUND, NOTHING;

SEPT. 1-3 VERY DEPRESSED, NEED PEACE OF MIND & ANSWERS, CAR REPOED, NO WAY TO WORK, YEARS OF HELL, HOMELESS SHELTER IN MCKINNEY, PRAYERS, SLEPT DAY AWAY, GOT PENNY CAR, WANTS TO CUDDLE THROUGH NITE & HAD NICE THINGS;

SEPT 8-13 - YOU CONFUSE ME, NOT WELL, DOING MY BEST, LITTLE FOOD

SEPT 16 - 21 - ABC NOTICE INTERVIEW, 200 K SALARY, BAD DREAM, WRESTLING WITH MAN IN BLACK & ENDED ON FLOOR, CAR TROUBLE, VERY DEPRESSED, NO HOPE;

SEPT. 23 - NEED A PLACE TO LIVE, LIFE HAS BEEN A CARTOON FOR 15 YEARS & DEATH;

SEPT 24 - THINGS IN STORAGE, LANDLORD WANTS 3 MONTHS RENT;

SEPT. 25 - CHRISTA DEMANDS WE MET BEFORE MOVE-IN, DARLENE MEET DAVID AT LUBY'S FOR DINNER, CLAIMS INSULTED, OPEN BOOK, TEDDY BEAR;

SEPT 26 - NO ONE HAS CONTROL OVER HIM;

SEPT 27 - PART TIME JOB (CELEBRATION 2PM TO 2 AM);

SEPT 30 - DAVID COMES TO HOUSE FOR DINNER & CHECKS OUT UPSTAIR ROOMS;

OCT. 1 - HOUSE DISTRACTIONS;

OCT. 2 - DARLENE IS SICK;

OCT. 4-6 - DAVID IS VERY UPSET, SLEEP IN CAR, DON'T CARE, OUT OF OPTIONS, CAN'T AFFORD MOTEL, ONLY SNACK BAR TO EAT, TIRED & CAN'T DRIVE 140 MILES MORE, PACKED & NO PLACE TO GO, NO TALK & HANGS UP & FINALLY SLEPT AT COMPANY;

OCT 9 - DARLENE IN HOSPITAL AT BAYLOR MCKINNEY FOR DAYS; (NO DAVID)

DISCHARGED ON ON 11TH;

OCT 12 - DARLENE IN HOSPITAL AT PLANO MEDICAL CENTER; (NO DAVID)

OCT. 14 - OVERTHINKING THINGS, TIRED, CONFUSED;

OCT 18 - NO SMOKING IS FALSE;

OCT. 20 - BAD MOOD, WAS SUCCESSFUL, LIFE DISINTEGRATING, TROUBLED, NO HOPE;

OCT. 25 - DAVID COMES HOME;

OCT. 27 - NOTE OF APPRECIATION, GOOD FOOD, GOOD SLEEP;

OCT. 28 - DR. APPOINTMENT, TEST;

OCT. 29 - CLAIMS MORE KISSES TO COME;

OCT. 30-31 - WANTS TO COME HOME BUT WORKING 200 MILES AWAY;

NOV. 2 - DARLENE'S SLEEP STUDY & DAVID IN D.C INTERVIEW & CAR BREAKS DOWN;
NO RESPONSE FROM DAVID AS PROMISED;

NOV. 4-6 - HOME, TIRED, COULD NOT STAY UP, WALKED OUT IN DC, KISSING, CUDDLE TIME, RELAXED AT HOME, ASKED ABOUT DRIVE CLAIMED AFRAID TO LOOSE YOU;

NOV. 7 - COMES HOME AFTER WORK, WANTED ME TO COME ON TRIP, REALLY TIRED;

NOV. 11-12 - HOME, BALCONY, PHONE CALLS WITH OTHERS, SCHEDULE 3 JOBS;

NOV. 13 - DISCOVER ARREST RECORD & MUG SHOT. LIES ABOUT ACCIDENT, HE WANTS MONEY, CAR BREAKS DOWN, WANTS DARLENE TO PUT FREEZE CAPS IN DARK;

NOV. 14 - VERY COLD, NO JACKET, DEEP KISSES, "YOU WEAR ME OUT," VULGAR KARDASHIN POST ON FB, NOT RELEVANT, BULL SHIT, CLAIMS OUT OF LINE, STUPID;

24.

NOV. 15 – SCOOP POOP \$20.00 PER DAY, 2 MILLION DOLLAR INSURANCE, NIGHT MEDS;

NOV. 16 - 18 – DARLENE PUT ON STAND BY FOR HOME & ANYTHING DAVID NEEDS, NO NOTICE & IN DALLAS ABOUT HIS ESTATE & LARGE OIL MONEY;

NOV. 19 – I SUGGESTED HE LIVE WITH BRIAN & HE SAYS “NO WAY,” A DUMP, CLAIMS LOVER NOT A FIGHTER, PET PEEVE TO JUMP TO CONCLUSIONS WITHOUT QUESTIONS, BUT WHEN ASKED BELITTLED FOR ASKING, ON JUNE HUNT RADIO FOR HOURS ON HIS DYSFUNCTIONAL FAMILY;

NOV. 20 – REPAIRS ON DARLENE'S CAR, NO HELP FROM DAVID & GOES TO BRIANS;

NOV. 21 – DAVID IS SICK AGAIN, NO THANKSGIVING TOGETHER, ALL HOLIDAYS TO WORK, HOUSE SIT \$200.00 TELLS ME TO GOOGLE HIS JOB & GETS ANGRY, ARGUMENT & CLAIMS DARLENE HAS NO GRASP, CLAIMS COMPLAINTS, WRONG WITH HIM, CLAIMS JOB AT SHIELDS & LEE ENDING SOON, DIDN'T CARE ABOUT HIM, NOT SUPPORTIVE;

NOV. 22 – NO EMPATHY FOR HIS SUFFERING, CLAIMS SAW MOVIE & LATER NEVER SAW MOVIE, BRIAN'S JOB, BRING HOME BLUE BAG FOR DARLENE'S USE, PACE & QUALITY;

NOV. 23 – WANTS TO COME HOME, I MADE PLANS BECAUSE HAVE NOT HEARD;

NOV. 24 – STAY IN OAK CLIFF DUE TO EARLY WORK SCHEDULE;

NOV. 26 – DATE OTHERS & DAVID SAID HE WOULD STAY IN HIS ROOM, LONG DISTANCE WORK WOULD NOT CONTINUE MUCH LONGER, CLAIMED NOT JEALOUS TYPE, CLAIMS FEARFUL OF DENNIS CARPENTER, WHO HE NEVER MET, I DATED NO ONE;

NOV. 27 – NO JOB EARLY NEXT WEEK (FALSE) BUT KEPT EVENT CENTER, DAUGHTER MOVING OUT FROM ABUSIVE BOY FRIEND & DAVID WON'T MOVE IN WITH HER;

NOV. 28 – DAVID HAS BAD BACKACHE FROM SLEEPING AT COMPANY FOR WORK;

NOV. 29 -30 – DAUGHTER CARRIE DISAPPOINTMENT, VERY SICK, DEPRIVED HIM OF GRANDCHILDREN & ETHAN, NEVER THOUGHT OF POSITION, LOSS IN LIFE & DYSFUNCTIONAL FAMILY, WORN DOWN & OUT WITH TESTS, FUND SUIT TO CHANGE FAMILY, BUT NO MONEY, COMING HOME IF CAR MAKES IT;

DEC. 1-4 – HOME, BAD HEADACHE, NEED SUNGLASSES FOR DRIVING, SO GAVE HIM MINE TO USE, SHOES HAVE BAD HOLES, CLAIMS I AM SO SWEET;

DEC. 5 – DARLENE IS FLIP FLOPPING, PROBLEM & HISTORY, DAVID WANTS CHANCE TO CATCH UP, BEEN HONEST, COMES HOME & ACCUSES DARLENE OF CONTROL, NOT READY FOR PUBLIC RELATIONSHIP YET, PRIVATE RELATIONSHIP ONLY, TOO JUDGMENTAL, ARGUMENT, MEAN SOMETHING TO EACH OTHER;

DEC. 6-11 – HOME, GIVES GRANDKIDS NAMES, QUESTIONS KADIN GENDER, VERY DOWN, ASKS FOR PRAYERS, ANDREA BOCELLI CONCERT ON 11TH, CLAIMS TO COME HOME EARLY & DOES NOT MAKING US LATE, HIM SPEEDING & DRINKING;

DEC. 12 – DIZZY AM ON PORCH, THANKS FOR ALL YOU DO, COMING HOME DEPENDS ON BRIAN, IF YOU HAVE COMPANY WILL STAY IN ROOM, APPRECIATE BRIAN FOR EXTRA SPENDING MONEY, WANTS TO STAY IN MCKINNEY AS QUIET & BY ME;

DEC. 13 – PRAY TO ST JUDE AS LOST CAUSE;

DEC. 14 – KATI WANT FURNITURE, EMPTY APARTMENT, BUT DAVID REFUSES, PUT SEAL ON DISHWASHER, (30 MIN), WANTS TO BUY A GUN & SAID OF COURSE I LOVE YOU;

DEC. 15 -16 – LATE HOME, STOP AT STORAGE, LUNCH AT CHILTS, CLAIMS NO MONEY, LEARNS OF SECOND MARRIAGE, PREGNACY, DIVORCE; (WIFE # 2);

DEC. 17 – 20- WANTS GOOD NIGHT KISS, HEACHACHE, BLESS ME, SICK WITH COUGH, CONGESTION, BODY ACHES, EX WON'T ALLOW HIM TO SEE GRANDKIDS WITH \$100 OF GIFTS PAID BY ME, BECAUSE OF NO MONEY (LIE) & THEN BUYS THEM ALL GIFT CARDS, NO COMENT ON MY HOSPITAL BILL FOR OVER \$50,000.00;

DEC. 21- 23- CREATED PROBLEMS AHEAD OF SELF, SO STAYED ALONE FOR 2 YEARS, KNEW I WOULD BE UPSET ABOUT NO HOLIDAYS TOGETHER;

DEC. 25 – EVICTION, NO PAID RENT, \$1,700.00 IN BANK ACCOUNT RECEIPT, FLYER FOR \$46,000.00 CAR, SENT MESSAGE TO PICK UP THINGS ON PORCH, CALLED POLICE TO ASK WHAT I SHOULD DO, WAS TOLD OF RESIDENCY CLAIMS, KEEP DOOR CLOSED & INCLUDED A LETTER , DAVID CLAIMS HE DID NOTHING TO DESERVE THIS;

DEC. 27 -NOTHING MORE THAN 2 MARRIAGES (LIE) DARLENE JUDGMENTS WRONG, STOP TREATING YOU GOOD, BOCELLI CONCERT FOR \$180.00 HE LOVED & USED;

DEC. 28 – HE CANCELS FACEBOOK ACCOUNT & DENIED COMMUNICATION;

DEC. 29- 30 – WON'T SMOKE IN HOUSE, ON BALCONY ONLY, FIRE INSURANCE & COPD;

DEC. 31 – NEW YEARS EVE LEFT AFTER DINNER AS UP STAIRS WITH WOMEN BY PHONE & COMPUTER, 2 MINUTES BEFORE MIDNIGHT COMES DOWN, SAY HE LOVES ME & KISS WITH RETURNING STAIRS IN LESS THEN 5 MINUTES;

2015

JAN 1, - 5 – WORKS AT BRIAN'S , MISERABLE, COLD DAMP HOUSE, TOOK JUMBO MUFFINS TO WORK AT SHIELD'S & LEE & TOLD LOVED THEM & VERY SWEET, CAME HOME & CLAIMED WE WILL ALWAYS BE BUDDIES & MOVING IN RIGHT DIRECTION, CAR BROKE DOWN AGAIN ;

JAN 7 – 10- HOME, MISSED ME, BREAKFAST, LUNCH PICK UP BEFORE WORK, BRENDA DAUM FLIRTS (MARRIED WOMAN & COMMENTED ABOUT HIM, CLAIMS NO INTEREST, NO COMMUNICATION, JUST ASSUMPTIONS & ACCUSED OF MISDEEDS, WORKING LATE, CLAIMS ALL ABOUT COMMUNICATION, BUT DISMISSED, CRITICAL & NAME CALLING;

JAN 11- 14 – HOME, DON'T JUMP TO CONCLUSIONS, CHURCH OK THEN CANCELLED, BORING WORK BUT LIKES THE MONEY, NEEDS ALONE TIME FOR HIS HEAD, PATIENCE KEY FOR SECOND CHANCE, WANTS ME IN HIS LIFE, RELAX & GO WITH FLOW

JAN 15 – HIS CAR IN SHOP, COMPANY SOFA , DINNER WITH FRIEND & GUN RANGE;

JAN 16 – HOME, SHAKE & WINE, NO SLEEP, RESPONSE ABOUT GUN RANGE & GUN FITS;

JAN 17 – NOT HOME, BLOOD PRESSURE CAN'T TAKE THIS;

JAN 20 – HOME, AFFIDAVIT TO PREVENT FEES, LIABILITY & NOT IN TRUST NAME, BUT CALMS HIS NERVES, ELIMINATED OFF DAVID'S FRIENDS LIST ;

JAN 21 – 23- AT BRIAN'S, WAITS FOR HIS GIRL FRIEND, RETURNS BLUE BAG, CLAIMS FACEBOOK IS DISGUSTING, MISSED FLANNEL SHEETS, BUT EXTRA GAS MONEY; WHEN HOME DESCRIBES HER BUST SIZE & USE OF WOMAN DISRESPECT FOLLOWING DINNER;

JAN 24 -28 – FRAMED DAVID'S WORK, FAMILY LUNCH, RELIGIOUS STATEMENTS, ASKS FOR PRAYERS, HOME, PICKS UP 3 MEALS & SNACKS FOR LONG WORK SHIFTS, CAR

26 .

BURNING OIL, CLAIMS ASSUMPTIONS, DIDN'T CARE DIDN'T KNOW ABOUT 10%;

JAN. 29-31 – APPOINTMENT TO NOTORIZE AFFIDAVIT, HOME, BAD MOOD, CALLED ME TESTY, CLAIMS I MEASURE EVERYTHING, HAVING STRANGE DREAMS, COMMENTS ON STEAM CLEANING VAGINA, DAVID CLAIMS “LET ME KNOW IF I DO ANYTHING RIGHT,” CLAIMS HE WOULD BLOCK ME BETTER & HIS CAR BREAKS DOWN;

FEB. 1 - HOME, HEADACHE, DOES NOT WANT TO BE ALONE, BUT WANTS TO BE ALONE, STOMACH PROBLEMS, RAN INTO WOMAN FRIEND 6 TO 7:45 PM, EMBARRASSED ABOUT HIS CAR SO DOUBLE BACKS INTO STORE, NO NEED FOR BLUE PILLS / VIAGRA, BRAGS USED WITH OLD GIRL FRIEN & LEFT FOR REVENAGE, WANTS TO GIVE FURNITURE & CAR TO STRANGER RATHER THAN DAUGHTER; (STEPHANIE LACY);

FEB. 3 – INVITES STEPHANIE FOR DINNER & HE GETS VERY ANGRY, CLAIMS IF HE WANTS TO SEE HER HE WILL GO TO HER HOUSE ALONE;

FEB. 4 – WORKS AT EVENT CENTER UNTIL 2 AM & WAITED UP AS CLAIMED PROBATION (FALSE ENDED 20130 IN CASE HIS CAR BREAKS DOWN;

FEB. 5 – FOLLOWS BRIAN SCHEDULE & WHEN ASKED SO I COULD PLAN CALLS ME SO NEGATIVE;

FEB. 9 – CLAIMS ABC IMAGING IS A CRAP COMPANY, BUT ONLY WANTS THE MONEY;

FEB. 10 - CLAIMS SOME ADDRESSES ARE NOT HIS, CONSIDERS US BEST FRIENDS & FOREGIVES FREELY TO A FAULT;

FEB. 11 – BRIAN'S FREEZING DAMP, COLD, DIRTY WITH BROKEN WINDOW;

FEB. 12 – CAR TROUBLE, GAVE ME A SINGLE ROSE & CARD, DAVID GETS \$100 FOR GAS AS BROKE & USE OF MY SILVER CROSS, BUT THREW CROSS ON DRESSER, TOOK MONEY & KATI AS WAWARD DAUGHTER CALLS HIM;

FEB. 13- 15 – ABC IMAGING NOTICE OF INTEREST, TALKS ABOUT BRIAN'S GIRL FRIEND BREAST SIZE, WORKS AT BRIAN & EVENT CENTER, SENDS MESSAGE TO ANOTHER WOMAN, UPSET ABOUT LIVING ARRANGEMENTS, I COMMENT TO WOMAN & DAVID GETS MAD, CLAIMS HE IS TRYING TO PROTECT OUR VIRTUE ON FB & DID NOT WANT PEOPLE TO KNOW ABOUT US. (HE TOLD 4 OF MY FRIENDS TO GIVE FALSE IMPRESSION WE ARE HAVING SEX, DAVID CLAIMS “SHE IS ALL MINE.” & REFUSED THE NAMES.), DAVID CLAIMS HE DOES NOT FLIRT IN PERSON & ON FACEBOOK;

FEB. 16 – DAVID WANTS GOD PLAN, ABC IMAGING TO COME TO DALLAS, BUT WINTER STORM, HOME, SICK, DOC COMPTION DISCUSSION ABOUT LIES ON FACEBOOK BS, SMOKE & MIRRORS, CLAIMS I DON'T HAVE 21 INCH WAIST, (BODY SHAMING). I AM NAIVE, PARANOID, NEGATIVE, WITHOUT REASON & UNDERSTANDING PER DAVID;

FEB. 17 – HIS DOCTOR APPOINTMENT, NO SLEEP, OUT OF PILLS FOR DAYS;

FEB. 18 – SLEEPS 9.5 HOURS & ONE DAY SLEEPS 13 HOURS CLAIMING NOT DONE FOR E YEARS, NOT PLANNING TO MOVE OUT AS NOTHING HAS CHANGED, CALLED ME PARANOID, THINKS I AM CRITICAL, ABC JOB IS CRAP, NOTHING IS OVER, NEGATIVE FEELINS 10:46 PM, I GAVE HIM 10 MINUTES NOTICE OF COMING TO TALK ABOUT NEXT DAY, TRIED TO TELL HIM ABOUT KIDS, BUT SHOCKED, COLD, NO HEAT. BARE CHESTED IN FRONT OF HIS COMPUTER & VERY NERVOUS WHEN I ARRIVED, I'M SPEECHLESS, HE TALKED ABOUT HIS CAREER JOBS, SAID HE COULD FEEL A THROW OUT COMING;

FEB. 19 -DAVID COULD SLEEP AT COMPANY, SAID OK. PICKED UP BOX OF THINGS &

THREW THEM AGAINST GARAGE DOOR WITH KEY & FOUND IN RAIN. DAVID CLAIMED I WAS EVIL & HE WAS HONEST, PATIENT WITH INTEGRITY, NICE, THIS IS SHITTY BEHAVIOR, DON'T CONTACT ME EVER AGAIN & THAT IS WHY HE HELD BACK BECAUSE HE SAW THIS IN ME & SHOWED HIM WHAT I WAS MADE OF, INTEGRITY, HONESTY & PATIENCE IS WHAT YOU WERE SHOWN DARLENE. SELF SERVING, DISRESPECTFUL & SUSPECT LIAR. MUST HAVE HAD SOMETHING IMPORTANT TO DO.

2 DAY SLEEPING AT COMPANY FOR FREE WAS NOT DONE BY DAVID'S CHOICE. TOOK A MOTEL FROM FEB. 19 TO FEB 28 & WANTED TO CHARGE ME WITH HIS MOTEL BILL OF \$226.00. I DID NOT PAY IT AS HIS MISTAKE AS THROW OUT & ADMITTED LOCKED OUT OF COMPANY ALARM & DID NOT WANT HIS BOSS TO KNOW.

TOLD ME TO ASK QUESTIONS & WHEN I DO I AM NEGATIVE;

DAVID SAID HE DOES NOT LIKE DENNIS CARPENTER, BUT I NEVER MET HIM, HE ONLY SENT ME A CHRISTMAS CARD PUZZLE, HE HAS A GIRL FRIEND & HAS SICK & CANCER;

FEB. 20 - DAVID COMMENTS ABOUT ME PUBLICALLY ON FACEBOOK STEPHANIE LACY;

DAVID LATER DENIES THIS POST CLAIMS IT WAS ABOUT HIS FAMILY & THEN LATER ADMITS IT WAS ABOUT ME;

FEB. 28 - DAVID IS VERY ANGRY & CALLS ME UNGODLY AS I TRY TO COMMUNICATE WITH HIM & HE COMES HOME; I ASK HIM WHY & HE SAID "BECAUSE HE FORGOT SOMETHING;"

I WAS BEING ABUSED VERBALLY, EMOTIONALLY & FINANCIALLY FOR MONTHS;

MAR. 4 - DAVID KISSED ME & APOLOGIZED FOR NOT BEING CLEAN SHAVEN, CLAIMED HE WORRIED ABOUT DENNIS CARPENTER WHO I NEVER MET, BUT SENT A CHRISTMAS CARD PUZZLE & DAVID SAW IT ON MY DESK, CLAIMS NOT JEALOUS BUT EGO CRUSHED WITH NO REASON OR JUST CAUSE;

MAR. 5 - PAID 12 YEARS OF ETHAN'S LIFE & EX-COMMUNICATION PER CARRIE;

CONNIE (1ST WIFE) ILL WITH HEART TROUBLE;

NO ONE WAS TAKING TO KATI WHEN SHE WENT TO VISIT;

DAVID THINKS KATI HAS BEEN DRINKING;

CARRIE WAS INVOLVED IN MATTHEWS DEATH & ALLOWED IT BECAUSE OF DRUGGING & HAVING A SMALL CHILD IN APT.;

DAVID ASKED THAT I NEVER LEAVE HIM AGAIN;

DAVID CLAIMED HE WAS VERY WORRIED;

DAVID WAS ON PHONE WITH KATI AN HOUR LONG & WAS VERY UPSET;

THEY ARE BLAMING DAVID FOR ALL FAMILY PROBLEMS AS "SINS OF THE FATHER;"

ASSUMPTIONS ARE THE TERMITES OF RELATIONSHIP;

MAR. 6 - 7 - SATURDAY TALK 4- 5 HOURS ON RESEARCH TROUBLED RELATIONSHIPS;

DAD WAS VERY DEPRESSED & OUR RELATIONSHIP WAS FALLING APART;

HE AGREED WITH WHAT I HAD LEARNED & DID NOT HAVE CLOSE RELATIONSHIP WITH HIS PARENTS & TOLD THEM WHAT THEY DEMANDED FROM EARLY ON:

DAVID WAS CLOSER TO HIS MOTHER & SENT OFF TO OTHERS DURING YOUNG YEARS;
DAVID LEARNED TO SAY WHAT THEY WANTED TO HEAR THEN GO OFF & DO YOUR
OWN THING, WHAT EVER YOU WANT;

OUR INNER CHILD IS WOUNDED WHEN NO FEELING OF LOVE, TOUCH, TO BE HAPPY &
HEALTHY & TO FEEL SAFE & COMFORTED;

CUDDLING RELAXES EMOTIONS, MIND & BODY;

COMMUNICATION KEY WITH LOVE, TOUCH, HUGS & KISSES TO SOOTH OUR HEARTS,
SOULS & NERVOUS SYSTEMS;

IT IS QUIET COMPETITION WITHIN OUR BRAINS;

UNDEVELOPED NERVOUS SYSTEMS AS CHILDREN ARE THE WANTING OF MOMMY &
DADDY CAUSING PHYSICAL & DEVELOPMENTAL DEFICIENCIES, (DEVELOPS AS KIDS)

DAVID CLAIMED I WAS EVIL TO GOD BECAUSE HE WAS SO HURT THINKING I DID NOT
WANT HIM;

MY TRIGGER WAS HE DID NOT WANT ME, WAS CHEATING & LYING TO ME;

DAVID FEELS ALONE, CRITIZED, UNLOVED, NEEDS TO CHEAT, LIE, MOVE AWAY &
WITHDRAW CAUSING MORE DAMAGES TO RELATIONSHIP FOR BOTH OF US;

WE CAN'T VERBALIZED WANTS & NEEDS; PARTNERS BECOME FRUSTRATED & CLASH;

BOTH SETS OF PARENTS ABSENT MADE US FEEL ABANDONED, BECAUSE OF
UNDEVELOPED NERVOUS SYSTEMS & IT AFFECTS ALL RELATIONSHIPS IN ADULT LIFE;

ONLY WAY TO CORRECT IS HAVE SIGNALS FOR TRIGGERS, TAKE TIME, CUDDLE FOR 15
TO 30 MINUTES DAILY TO SOOTH THE SOUL, QUIET THE MIND, & RELAX THE BODY;

DAVID CLAIMED HE WANTED OUR RELATIONSHIP TO LAST FOREVER & WANTED THAT
TOO, BUT FEAR & ANGER DAILY DIET CAUSING OUR RELATIONSHIP TO FALL APART.

I CAN'T SUPPORT ALL HIS NEEDS AS NOT A CHILD;

HIS LIFE HAS BEEN HORRIBLE & MY HEART HURTS FOR HIM;

HE HAS HEADACHE, 17 YEAR OLD GRANDDAUGHTER MISSING, NO COMMUNICATION
WITH FAMILY, EXCEPT KATI & THOUGHT WORK IS OVER AT SHIELDS, BUT WORK
CONTINUES DOING SURVEYS;

MAR 8 - HOME & DAVID STAYED IN BED ALL DAY;

WANTED TO TALK BUT TRYING TO PAY BILLS IN OFFICE & NOT A GOOD TIME;

HE SAID WOULD PUT GRILL TOGETHER FOR DINNER, BUT OVER SLEPT; NEEDED EARLY
DINNER AS DRIVING TO WORK, SO PACKED 3 MEALS & LATER HE PUT GRILL TOGETHER;

MAR 9 - DAVID CLAIMS SHELLY RENEE IS SENDING HIM FB MESSAGES & BOTHERING;

DAVID ASKED IF WE WERE FRIENDS. I DON'T KNOW & WILL CHECK IT OUT;

DAVID ADMITS THIS WAS HIS "TRICK" AND I PERFORMED JUST AS HE THOUGHT;

I TOLD HIM I DON'T PLAY GAMES & DON'T DO TRICKS. WHAT DOES THAT MEAN?

DAVID GAVE NO RESPONSE;

DAVID ATE DINNER LIKE IT WAS HIS LAST MEAL & TALKED ABOUT SEX WITH HIS FIRST

29.

WIFE HOW SHE NEGLECTED HIS NEEDS AFTER HE DRESSED HER UP, TREATED HER & HIS CRAZY KIDS, HE CAME AROUND THE TABLE & HUGGED ME, TO PROTECT HIS INVESTMENT. EVENING 6 TO 8:30 PM, THEN UPSTAIRS WITH OTHER WOMEN;

LOOK UP MS. RENEE, NOT FRIEND, SENT FREIND REQUEST ACCEPTED & TOLD DAVID;

FOUND OUT FROM HER THAT DAVID HAD BEEN CONTACTING HER SINCE JANUARY WITH SAME LINES USED ON ME & SYMPATHY FOR HIS DEAD SON FROM OVERDOSE;

DAVID WAS EXCITED & GLAD SHE WAS MOVING BACK TO DALLAS/ PLANO;

THIS TOLD ME HE WAS NOT HAPPY, HUNTING FOR FLASHY WOMEN JUST LIKE HE DID NIGHTLY WHILE USING MY WIFI, EATING MY FOOD, SLEEPING IN MY WARM SPARE ROOM BED, USING MY UTILITES UNTIL 1 OR 2 AM, WHILE NOT PAYING ANY MONEY & LYING TO ME FOR MONTHS IN 2014 & 2015;

GRANDCHILD MISSING, 1ST WIFE VERY SICK & DAVID WON'T GET INVOLVED, "NOT HIS CIRCUS, NOT HIS MONKEYS," EATS FOOD, DRINKS WINE DAILY, WATCHES A MOVIE;

I SUGGEST HE GOES BACK TO FIRST WIFE & DAVID RESPONDS "NEVER; "

TOLD DAVID "THAT MAYBE WE SHOULD DATE OTHER PEOPLE," BECAUSE IT APPEARED HE WAS LOOKING ANYWAY; WITHIN SECONDS SAID.....

NO, NOT MOVING BACKWARDS, DID NOT WANT TO ROLL THE DICE, & NOT WANT TO GO BACKWARDS, & CLAIMS WE WILL TALK LATER. ACCEPT IT OR NOT;

DAVID WALKS OUT IN MORNING, THROWS THE KEY, KEEPS MY THINGS, REFUSED THE DEBT & USE OF MY POSSESSIONS;

NO WONDER HE LIKED MCKINNEY AS HE WAS TAKING & NOT PAYIN FOR 5 MONTHS OF FINANCIAL & EMOTIONAL SUPPORT AS HE CLAIMED WAS NOT INTENDED;

I CONTINUED TO TRY TO COMMUNICATE WITH DAVID & USED ADVICE OF PHD RELATIONSHIP EXPERTS FOR BETTER UNDERSTANDING & SHOWING MISUNDERSTANDINGAS TO HIS REACTIONS TO WALK OUT WITH NO CONVERSATION;

THIS WAS UNREASONABLE & CLEARLY A REACTION THAT WAS UNREASONABLE;

I PRAYED & WAS VERY WORRIED ABOUT HIS WELL-BEING & WHETHER HE WAS EATING, SO I SENT HIM HIS FOOD & COOKIES WITH LETTERS TO EXPLAIN THE SITUATION AS DAVID WAS HAVING A BREAK DOWN OR SO I THOUGHT IT APPEARED;

MARCH 10, 2015 BREAK UP & "WALKS OUT" BECAUSE TARGET AMRHEIN REJECTS HIM;

THE FOLLOWING DETAILS HAPPENED OVER THE HOURS & DAYS TO COME UP TO AND INCLUDING FILING OF THIS LAWSUIT. WHAT I DID NOT KNOW WAS INVOLVEMENT OF A

THIRD PERSON OLD GIRL FRIEND CAUSING THESE PROBLEMS, WHILE INFLUNCING DAVID TO BREAK US UP BY DAILY COMMUNICATION & ALLINATION OF AFFECTION, FRUITFUL AS SHE SUPPORTS HIM FROM BREAK UP TO PRESENT DAY AS TWICE

DIVORCED AS DISCOVERED DEC. 3, 2016 & "INDISPENSIBLE PARTY" TO THIS LAWSUIT.

GERRY FRENCH LEMOND WAS INVOLVED CLAIMED SHE "LIGHTS HIS PANTS ON FIRE;"

HE CONTACTS ME IN JULY & MOVES IN WITH LEMOND IN AUGUST. DAVID HAD HELP IN THINGS HE DID WITH ME. EXPLAINS HIS REACTIONS HERE, POLICE COURT FRAUDS.

March 10, 2015

David did not sleep all night & at 3:28 AM. I heard him cough sitting on sofa upstairs. He never slept in bed all night. Posted my fb God saying about helping. He left before I got up. Read David's postings since January, 2015 & his statements made. Not her bothering him at all. Sent David message that I was freeing up his schedule, so he could help Shelly Renee unpack. Claimed he threw my key against house in grass. Within 4 minutes I was blocked. Admits to Shelly Renee & did not deny it & she had no interest in this "old man." David claimed he had no more money & sleeping in his car in Oak Cliff parking lot. (4:45) He contacted Shelly Renee to block me. (4:46) David called me (Darlene) a piece of shit. (Shows his character.) David claimed he would sue me for defaming him & his reputation. He will counter with sexual harassment. (9:05) (Delusional in his own medicated mind.) No financial agreement. - Text doesn't matter. (9:04 PM) Sue me bitch & go fuck yourself, you piece of shit. (Wow. That shows his gratitude.) David claimed I was a stalker, narcissist & very sick. (Shows his character.) David said he was homeless & I took him in & sexually harassed him. (8:26) Sent smiley face. (8:29) David sends me 12 rant messages to my cell phone. (8:30) Claimed I had my chance with him last night. (8:29) (Chance for what?) This was not a throw out, but a walk out by David, so not eviction as falsely claimed. Suggestion to date others was because of David's behavior. I never had the opportunity to talk to him in 15 months for returns / rent & court was necessary. I sent letters & reminders of our time together, explanations & memories for communication. I got hang up phone calls, fear & silence as I tried to keep this out of court making demands. Shelly Renee wanted David's room. I refused & informed him of this. David's trick failed.

March 10 - Rants on my cell phone in evening.

David claimed my (Darlene) ex had plenty of reason to blow me off. David called me (Darlene) evil, fu_k & other insulting names. David is trying to set up lawsuit on stalking & sex. David calls Darlene a stalker then sends 12 messages to my phone within hours. David claimed he never made the posts to Shelly Renee.

David wanted to leave at 1:30 AM, but took mind altering pills.
David claimed he would go back to alcoholic girl friend or evil wife before me.
David said I (Darlene) was a liar, sexual harassment. (Untrue to cover up as defense.)
David claimed he never cared for me & would never be intimate with my fat ass.
David claimed he threw house key in grass, but never found. 8:19
David claimed I (Darlene) was a stalker & psychotic. 8:20
David's picture was there for all to see & he had been posting for months. 8:21 PM
Darlene claimed David needs medical help & need to sleep it off. 8:25 PM
Said he was homeless. I took him in & sexually harassed him. 8:26 PM
Claimed I had my chances with him last night & sent smily face. 8:28 PM
David claimed he did nothing wrong, intentions pure & will find out from God someday. 8:34
Darlene said David was drinking & David claimed no drinking.
David claimed he (David) had not violated me in any way. 8:37 PM
Darlene told David to pay my rent & wine bill since Oct, 2014 to last demand letter 2016.
David claimed "aint happening." 8:58 PM (None of this all within was fair for me (Darlene))
There was an offer to pay the rent money once on Monday to be delayed to Wednesday as many excuses of bills, no money & it never happened, no matter what I said for very reasonable \$200.00 per month & certainly did not intend for my possessions & property to leave my control / access, with months of demands made. (Show character of Defendant)
There was never 3 money offers. What duress? I did not give enough or I wanted my property.
I certainly would not have turned it down, because I could not pay the bills & certainly never a daily / nightly wine bill on my \$1,200. Now David wants more money for peace in his life?
David had money from 3 jobs and Social Security & "helping" does not mean putting me into debt, loss, support & fake claim of possession of my home. (I was just another job to him.)
My taxes are \$12,000.00 & tax penalty is 7 % over that, lack of peace & chaos in my life.
David's aware of all & 2 hospitalizations in Oct, 2014 with huge bills, so whats excuse?
This is in addition to all work, waste, frustrations, fears, upset & disruption in my life.
Threats & claiming my house as "his" caused great emotional distress & medical problems.
I trusted this man & if any of the above negatives were known David would have never gotten into my front door. This was months of chaos & abuses, which was never anticipated by me.
Car breaking down & conversations of he being hit on highway was for manipulation for a car, control over me, everything was what he wanted & Fake Police Reports did not work either.
His claims of ED offered by him was relief for my fears he would try something more.
There was never any intention to convert my property to his, so not qualified defenses.

32.

[illegible]

DAVID SCHROEDER SENDS DARLENE AMRHEIN E-MAIL SERVICE & IGNORES HER ATTY;
SEPT. 15, 2016 -SCHROEDER FILES MOTION FOR CONTINUANCE & NO SERVICE;
 JUDGE SETS TRIAL FOR DEC. 14, 2016 AT 11:00 AM BY COURT ORDER;
NOV., 2016 - ATTEMPTS TO SET MEDIATION DATE & SCHROEDER REFUSES TRIAL DATE;
DEC. 1, 2016 (?) CLAIMS GOES OUT OF TOWN FROM DEC. 12, TO 16, 2016;
DEC. 2, 2016 -DARLENE DISCOVERS NEW INFORMATION & "INDESPENSIBLE PARTY;"
DEC. 3, 2016 - MEDIATION OFFER IS WITHDRAWN & ATTY BOLLINGER IS INFORMED;
DEC. 8, 2016 - ATTY BOLLINGER NOTICE TO CONTINUE, ADD PARTY & DISCOVERY;

SERIOUS FACTUAL CONSIDERATIONS IN THIS LAWSUIT

1) DAVID SCHROEDER IS A NARCISSIST AS DEFINED BELOW:

Narcissistic personality disorder is a mental disorder in which people have an inflated sense of their own importance, a deep need for admiration and a lack of empathy for others. But behind this mask of ultraconfidence lies a fragile self-esteem that's vulnerable to the slightest criticism.

1. **Conversation Hoarder.** narcissist loves to talk about him or herself, and doesn't give you a chance to take part in a two-way conversation. You struggle to have your views and feelings heard. When you do get a word in, if it's not in agreement with the narcissist, your comments are likely to be corrected, dismissed, or ignored.

2. **Conversation Interrupter.** While many people have poor communication habit of interrupting others, narcissist interrupts and quickly switches the focus back to herself. He shows little genuine interest in you.

3. **Rule Breaker.** The narcissist enjoys getting away with violating rules and social norms, such as cutting in line, chronic under-tipping, stealing office supplies, breaking multiple appointments, or disobeying traffic laws.

4. **Boundary Violator.** Shows wanton disregard for other people's thoughts, feelings, possessions, and physical space. Oversteps and uses others without consideration or sensitivity. Borrows items or money without returning. Breaks promises and obligations repeatedly. Shows little remorse and blames the victim for one's own lack of respect.

5. **False Image Projection.** Many narcissists like to do things to impress others by making themselves look good externally. This "trophy" complex can exhibit itself physically, romantically, sexually, socially, religiously, financially, materially, professionally, academically, or culturally. In these situations, the narcissist uses people, objects, status, and/or accomplishments to represent the self, substituting for the perceived, inadequate "real" self. These grandstanding "merit badges" are often exaggerated. The underlying message of this type of display is: "I'm better than you!" or "Look at how special I am—I'm worthy of everyone's love, admiration, and acceptance!"

In a big way, these external symbols become pivotal parts of the narcissist's false identity, replacing the real and injured self.

6. **Entitlement.** Narcissists often expect preferential treatment from others. They expect others to cater (often instantly) to their needs, without being considerate in return. In their mindset, the world revolves around them.

7. **Charmer.** Narcissists can be very charismatic and persuasive. When they're interested in you (for their own gratification), they make you feel very special and wanted. However, once they lose interest

in you (most likely after they've gotten what they want, or became bored), they may drop you without a second thought. A narcissist can be very engaging and sociable, as long as you're fulfilling what she desires, and giving her all of your attention.

8. Grandiose Personality. Thinking of oneself as a hero or heroine, a prince or princess, or one of a kind special person. Some narcissists have an exaggerated sense of self-importance, believing that others cannot live or survive without his or her magnificent contributions.

9. Negative Emotions. Many narcissists enjoy spreading and arousing negative emotions to gain attention, feel powerful, and keep you insecure and off-balance. They are easily upset at any real or perceived slights or inattentiveness. They may throw a tantrum if you disagree with their views, or fail to meet their expectations. They are extremely sensitive to criticism, and typically respond with heated argument (fight) or cold detachment (flight). On the other hand, narcissists are often quick to judge, criticize, ridicule, and blame you. Some narcissists are emotionally abusive. By making you feel inferior, they boost their fragile ego, and feel better about themselves.

10. Manipulation: Using Others as an Extension of Self. Making decisions for others to suit one's own needs. The narcissist may use his or her romantic partner, child, friend, or colleague to meet unreasonable self-serving needs, fulfill unrealized dreams, or cover up self-perceived inadequacies and flaws.

Another way narcissists manipulate is through guilt, such as proclaiming, "I've given you so much, and you're so ungrateful," or, "I'm a victim—you must help me or you're not a good person." They hijack your emotions, and beguile you to make unreasonable sacrifices.

They do not feel love and they lack ability to connect and form normal attachment bonds with others.

Their emotions are a precarious balance of needing others and needing to be left alone.

Narcissists feel an enormous void inside of them. This void is ever present and the only thing that fills it, is the love and esteem of another

They enter into relationships in an attempt to fill this void and to make sure that they have someone who is always available for sex, an ego stroke or whatever need they may have.

A relationship with a Narcissist always follows three phases, the over-evaluations phase, devaluation phase and discard phase.

The Over-evaluation Phase

Once a target has been chosen, it's almost like the Narcissist gets tunnel vision.

They are hyper-vigilant in their pursuit and will project the perfect image that their victim wants them to be. They are excessively caring, loving and attentive at this stage.

They shower their targets with attention, compliments and literally sweep them off their feet.

The victim is likely so caught up in all the attention and is usually thinking at this point, that they have found their soul-mate.

The Devaluation Stage

In this second phase, the mask comes off and the Narcissist starts to reveal their true colours.

The shift could be gradual or almost seemingly overnight. Suddenly the attention they so lavishly gave you is gone and replaced by indifference and silence. They don't keep a single promise and you're starting to suspect that they might be involved with someone else. The target is left baffled and confused and wondering what they did wrong to cause such an abrupt turnaround.

Narcissists become bored easily and what usually starts happening in their heads at this stage, is that the void begins to emerge again. The high they were feeding off of is waning and they begin to question your worthiness, that perhaps you weren't so special after all, because if you were then the void wouldn't still be there.

They become moody and agitated easily, blaming you for even the slightest transgression. They start to disappear more frequently and they give you the silent treatment in an attempt to create distance. As the Narcissist withdraws, the target starts to cling and your demands for his attention and your need to understand what's happening, grate on his nerves. The harder you cling the more the Narcissist pulls away. They start to blame and criticize the target for everything, treating them like an emotional punching bag.

At this point the target is an emotional wreck. The Narcissist has left without any explanation and they can't figure out how one minute they were put on a pedestal and now it's like they doesn't even exist. The Narcissist is a projector and they are projecting their emotional turmoil onto you. They feed off of other people's misery (as long as it's caused by them) just as much as they feeds off of your admiration, either way it makes no difference to them.

It is this person, this cruel, indifferent, unfeeling, sadist that is the behind the mask. Most targets desperately try to find the one they fell in love with. What they don't realize is that that person never existed. They were a facade an act put on by the Narcissist to secure their Supply.

The Narcissist will take no responsibility for their actions, because they simply don't care how they've treated you or how you are feeling.

Narcissists are not capable of forming normal healthy attachments to people. Those that aren't familiar with the disorder are completely at a loss to understand how unnecessarily cruel their behavior can be. The target was never more than an object to the Narcissist, whose usefulness is on the decline.

The Narcissist isn't one to throw away a potential piece of supply though. They will keep up this I love you, I love you not charade going for as long as it suits them or as long as you allow it. They will breeze in and out of your life as if nothing ever happened, completely oblivious and indifferent to your suffering.

This mind control is deliberate and they will keep feeding you crumbs of attention, just enough to keep you emotionally invested and available to cater to their every need.

At some point one of two things will happen: either they will find a new target and begin phase one with them, thus ignoring you completely, or you will have had enough of his psychotic abuse and you will take control and put an end to it, thus ushering

The Discard Phase (WE SHOULD DATE OTHER PEOPLE TURNS HIM OFF & FREED ME.)

It is almost baffling to watch the ease at which a Narcissist can pull away from his partners. Many targets are left asking themselves, "Did he ever love me? Did I mean anything to him?" The simple answer is no. No one means anything to him. Women are only a means to an end -- to obtain the much needed Narcissistic Supply. Once your usefulness has run its course, you will be discarded abruptly and cruelly, without warning.

Deal With Put Downs Effectively By A Narcissist. (Don't take it personally.)

Our natural reaction to a put down or a condescending comment is to defend ourselves (because our buttons have been pushed). This just fuels the narcissist who has become an expert in making themselves look good by making others look inferior.

Trying to get over a relationship with a Narcissist is extremely difficult. Once it is over the target is usually an emotional wreck, whose self-esteem has been annihilated by the persistent demeaning behavior, insults and cruelty of the Narcissist. Depending on when they were able to break free, the target maybe a shadow of their former self, with a lot of work ahead of them to rebuild their shattered self-image.

As a victim tries to pick up the pieces, What must be remembered is that you were deliberately targeted, lied to and manipulated by a skilled con-artist, for their own gain. There was nothing you could have done differently and none of this was your fault. The Narcissist will repeat this pattern with every person, every time, bar none.

All former targets must be vigilantly on guard, because a Narcissist always reserves the right to revisit a former source of supply, no matter how much time has passed or how badly they've behaved.

Once you have broken free you must close the door on any and all contact, because if you don't you're headed back to a watered down version of Phase One – over and over and over again.

2) DAVID SCHROEDER IS PROFICIENT WITH COMPUTERS & DIRTY TRICKS AS CLAIMED:

I WAS RECEIVING 1 TO 5 FRIENDS REQUESTS ON PERSONAL MESSAGE FROM MEN WITH VARIOUS PICTURES, LIMITED PROFILES, NO MUTUAL FRIENDS & A SERIES OF QUESTIONS RELATED RELATIONSHIPS. I PLAYED ALONG WITH PLAYER DAVID SCHROEDER TO SEE HOW FAR HE WOULD GO IN TRYING TO ESTABLISH HIS DEFENSE. ONCE HE USED SAME PICTURE WITH DIFFERENT NAME & SIMILAR CIRCUMSTANCES . SAME OR SIMILAR PROFILES & WIVES ALL DIED OF CANCER FOR THEIR BACKGROUND. FACEBOOK "COULD NOT VERIFY THESE MEN, FROZE THEIR ACCOUNTS OR I WOULD DELETED THEM WITHIN ONE POST OR 24 HOURS ON MY OWN, SO IT DIDN'T WORK.

I KNEW I WAS DEALING WITH AN UNBALANCED PERSON FROM ALL DAVID'S STORIES & LIES THAT I LISTENED TO FROM TIME WE MET UNTIL TODAY AS HE HAS REVEALED.

PEOPLE CONTACTED ME FOR INFORMATION OR ABOUT HIS POSTINGS, SO HIS "THIRD PARTY" CLAIMS WAS OF HIS OWN MAKING, DIRTY TRICKS & I WAS VERY AWARE OF HIS GAME PLAYING TO ESTABLISH HIS FAKE DEFENSE AS HE HAD NONE IN THIS CASE.

I CALMED HIM THROUGH WORDS TO PREVENT THREATS, SUICIDE & HIM RETURNING.

DAVID SCHROEDER'S REVISTS CAUSED ME TO DELETE MY E-MAIL ADDRESS, CANCEL MY CELL PHONE SERVICE, PUT BLOCKS ON MY DOORS, SLEEP WITH PROTECTION, HAVE ENHANCED ALARM SYSTEM & ASK FOR SURVEILLANCE OF MY HOME.

THIS LAWSUIT MAY BE THE FIRST TIME DAVID SCHROEDER HAS BEEN ACCOUNTABLE FOR HIS BIZAARE BEHAVIOR & ACTIONS OUTSIDE OF HIS 3 WIVES DIVORCING HIM.

3) THERE HAS BEEN "NO CONTACT" WITH DAVID SCHROEDER SINCE MY FINAL DEMAND LETTER WAS SENT TO HIS HOME & JOB ON FEBRUARY 15, 2016.

4) MS. GERALDINE (GERRY) LEMOND WAS PRESENT WITH DAVID SCHROEDER UPON RECEIPT OF FINAL DEMAND LETTER TO INFLUENCE THE 2 FALSE POLICE REPORTS.

5) MS. LEMOND HAS BEEN IN COMMUNICATION WITH DAVID SCHROEDER SINCE BEFORE 2011 AS WITNESSED BY POSTINGS PRIOR TO HIS MOVE IN OCT, 2014 & THAT IS WHY HE DID NOT WANT TO GO PUBLIC WITH OUR RELATIONSHIP, WHILE GIVING THE FALSE IMPRESSION HE WAS SLEEPING WITH ME & LIVING TOGETHER. HE CLAIMS HE IS TRYING TO PROTECT OUR REPUTATIONS & IT WOULD CUT OFF HIS SUPPLY OF OTHER

AVAILABLE WOMEN IF NEEDED FOR REPLACEMENT TARGETS.

- 6) DAVID SCHROEDER COMMUNICATED WITH ME BY CELL PHONE IN LATE JULY 2015 & MOVED IN WITH MS. LEMOND IN AUGUST, 2015 AS NEEDED REPLACEMENT SUPPORT.
- 7) DAVID SCHROEDER AS NARCASSIST NEEDED A NEW VICTIM, NEW SUPPLY & SHE PARTICIPATED IN THE TARGETTING OF DARLENE AMRHEIN, WHICH EXPLAINS WHY THE BIZARRE BEHAVIOR & CONTRARY CHANGES WITHOUT ANY EXPLANATIONS.
- 8) The risk of suicide is higher for those experiencing depression with psychotic features than it is for depressed people without psychosis. Depression with paranoia is also more likely to resist the usual forms of treatment. The most effective therapy appears to be a combination of antidepressant and antipsychotic medications. (Depression, etc. Exhibits 17, 19)
- 9) DAVID SCHROEDER WILL CHARM YOU INTO THINKING HE IS THE BEST PERSON IN THE WORLD, SMART, IN CONTROL, SELF ASSURED, BUT NOT OTHER SIDE IS HIS MASK.
- 10) WHILE I HAD TRUE FEELINGS & LOVE FOR THIS MAN THAT DID NOT REALLY EXIST, I WORRIED ABOUT HIS NEEDS LIKE SLEEPING & EATING, SO I SENT HIM SOME FOOD, INQUIRED ABOUT HIS WELL BEING & FOLLOWED THE ADVICE OF SEVERAL LISTED PROFESSIONAL RELATIONSHIP EXPERTS TO MAKE SURE HE WAS NOT SLEEPING IN HIS CAR IN A DALLAS PARK, DRINKING BEER AS HE HAD PLENTY OF MONEY IN THE BANK.
- 11) THESE EXPERTS WARNED THAT SUICIDE THOUGHTS, MIXED WITH DAILY WINE AS ALCHOLIC, DAILY STRESSES, EMOTIONAL LOSSES & SUICIDE THOUGHTS IS A VERY HORRIBLE COMBINATION THAT I NEEDED TO DEFUSE THIS SITUATION BY UNDERSTANDING, AGREEMENT, REASON, KINDNESS, OFFER TO HELP & HOPES HE WOULD AGREE TO TREATMENT/COUNSELING FOR HIS OWN PROTECTION, MYSELF & OTHERS.
- 12) I DID THAT WITH LETTERS BEFORE I REALIZED I WAS TARGETTED BY DAVID SCHROEDER THE NARCISSIST AS HIS NEW SUPPLY FOR HIS MENTAL DISORDER.
- 13) SCHROEDER ASKED QUESTION OF HIS PAST FOR MONTHS BEFORE MOVE IN.
- 14) SCHROEDER OMITTED & OR LIED ABOUT "MATERIAL FACTS" BY HIS CHOICE.
- 15) HAD I KNOWN ABUSES, DAVID SCHROEDER WOULD NEVER GOTTEN PAST MY FRONT DOOR & WHILE YOU ARE IN THIS YOU ARE PARALYZED & FEARFUL.
- 16) SCHROEDER NEVER SUCCEEDED IN ANY RELATIONSHIP DURING HIS LIFE TIME.
- 17) HE GETS LEMOND ADVICE TO CONTROL & HANDLE ME FOR MY MONEY & ASSETS.
- 18) SCHROEDER WANTED CAR & CAME WITHIN DAYS OF GETTING ONE FROM ME.
- 19) SCHROEDER WORKED ON MY HEART & MIND, BUT BAD GUT FEELINGS ABOUT HIM.
- 20) 5 OR 6 HOURS OF COMMUNICATION NIGHTLY WITH LEMOND WAS CONSPRACY.
- 21) NO INTENT TO PAY FOR ANYTHING WAS "FRAUD SCHEMES" TO INDUCE ME TO ACT.
- 22) DAVID IS ALCOHOLIC, DRINKS BOTTLE OF WINE NIGHTLY. (DRIVES 3 GLASSES).
- 23) SCHROEDER LEARNED NOTHING WITH PROBATION, FINES, COSTS, JAIL & LOSSES.
- 24) I HAD MANY SCHROEDER SURPRISES AS MOVED IN & ABUSED ME FOR MONTHS.
- 25) SCHROEDER REVENGE, UNFAIRNESS, THREATS ARE BIG PART OF HIS INTEGRITY.
- 26) MY DAMAGED CARPET, BATH GROUT, WOOD TABLE & MICROWAVE IS PROOF.

- 27) SCHROEDER'S LIES, CAN'T REMEMBER, SO CHANGES STORIES TO LIES & MOODS.
- 28) SCHROEDER USES DEATH OF HIS SON FOR MANIPULATION /SYMPATHY OF WOMEN.
- 29) SON'S DEATH NOT COME ON & OBSTRUCTION OF HIS DEATH IS UNBELIEVABLE.
- 30) LEMOND PARTICPATED IN THIS SCHEME, FRAUDS & ABUSES KNOWING HIS CRIMES.
- 31) TIMELINE SHOWS PATTERN, PRACTICES, LIES, DECEPTIONS & HIS ABUSES OF ME.
- 32) UNREASONABLE ACTS BY SCHROEDER'S LOVE IS THAT OF A MALE PREDATOR.
- 33) HIS 3 WIVES, FAMILY, SICKNESS, CANCER, INSURANCE FRAUD, JAIL, OBLIGATIONS, COMMITMENTS, PERSONAL WORDS, RELIGION, LOVE & HEALTH DOES NOT MATTER.
- 34) SCHROEDER & LEMOND SHOULD BE ASHAMED TO ACT IN SUCH A WAY AGAINST A SENIOR DIRECTLY/INDIRECTLY & BETWEEN THEM HAVE 5 FAILED MARRIAGES.
- 35) IT GOES WITHOUT SAYING THAT DAVID SCHROEDER HAS HAD A TOUGH LIFE THAT NO ONE WOULD WANT FOR ALL THE TRAUMA, BUT HE DOES NOT SEEK PROFESSIONAL HELP, BRINGS IT UPON HIMSELF & SO IT CONTINUES AT EXPENSE OF OTHER PEOPLE.
- 36) MY GREATEST FEAR WAS HE WOULD GIVE UP, BE HOPELESS & DEPRESSED WITH SUICIDE THOUGHTS AS HE WAS TIRED OF HIS LIFE STRUGGLES & FELT REJECTED.
- 37) DAVID SCHROEDER'S PATTERN OF LYING, AVOIDANCE, DENIAL & LAWBREAKING HAS BECOME THE MAN BEHIND THE MASK WITH MENTAL DISORDERS, SO THIS MUST BE TAKEN SERIOUSLY IN THIS LAWSUIT WITH A RESTRAINING ORDER FOR ME.
- 38) I'M WORKING EVERY DAY TO RESTORE GOOD HEALTH & BALANCE BACK INTO MY LIFE AFTER THIS AWFUL EXPERIENCE, AS USED, LIFE LESSON WELL-LEARNED FOR HELPING DAVID SCHROEDER AS A HOMELESS PERSON, DOWN ON HIS LUCK.
- 39) DAVID'S ANXIETY, SLEEPLESS NIGHTS, COMPLAINTS OF CRITIZISM, HATRED, ABUSES, SLAMMING OF DOORS, FALSE POLICE REPORTS, FRAUDULENT STATEMENTS TO THE COURT, NOT HANDLING HIS DEBT & OBLIGATIONS, TRAUMA, DRINKING, NAME CALLING, ANGER, NARCASSIST TENDENCIES, MISHANDLING LIFE EVENTS, FAILED RELATIONSHIPS, LOSS OF INCOME, PROBATION, JAIL TIME, FRAUDS, CONS, SCHEMES, DIRTY TRICKS, DESTRUCTION OF PROPERTY & MY HOME BELONGING TO HIM, ETC. ARE ALL CIRCUMSTANCES OF HIS OWN MIND THAT NO ONE CAN CHANGE AT 69 YEARS OLD, WHILE HE CAN'T LOVE ANYONE AS VACANT FROM REASON & UNDERSTANDING.
- 40) IF MS. LEMOND IS DAVID'S NEXT TARGET VICTIM I WILL PRAY FOR HER IN THIS VERY DANGEROUS SITUATION, THAT AT THE TIME YOU CAN'T RECOGNIZE TO BE FREE. LAW SUIT EXPOSES THEM FOR ILLEGAL ACTIONS, ABUSE OF SENIOR, COURT FRAUDS, RESTITUTION OF ALL MY LOSSES, DAMAGES, WASTED TIME, FRAUDS, ETC. & DEEP HURTS HIDDEN FOR MONTHS EXPOSED WITH FRAUD UPON THE COURTS: NO WIFE'S LETTER, NO FAMILY CONTACTS, NO MONEY OWED, NO STALKING, 2 FALSE POLICE REPORTS NOT 4, NO OFFERS TO PAY, NO HARASSMENT, DEMAND LETTER TO SETTLE OUTSIDE OF COURT NOT INTRUSION, PLAINTIFF'S RESTRAINING ORDER FOR THREATS, CONVERSION OF LISTED ITEMS, NOT GIFTS, NO PERMISSION & \$1,000 FOR ALL PICTURES DEMANDED & NOT RETURNED, DISCOVERY & SLANDER OF MY REPUTATION

PROOF AND EVIDENCE

- EXHIBIT #1-** ORIGINAL PETITION FILED & SERVED MAY 9, 2016;
EXHIBIT #2- DAVID SCHROEDER ANSWER AND E-MAIL RESPONSE MAY 18, 2016;
EXHIBIT #3- SCHROEDER MOTION TO CONTINUE & COURT ORDER;
EXHIBIT #4- DANIEL WILLIAMS FAKE CERTIFIED BY DAVID- OCT. 12, 2015;
EXHIBIT #5- MY LAST DEMAND LETTER FEBRUARY 15, 2016 AT HIS HOME ADDRESS;
EXHIBIT #6- VARIOUS PICTURES OF DAMAGES AT HOME WINSLEY CIRCLE BY DAVID;
EXHIBIT #7- DAVID E-MAILS ON MARCH 11, 2015 AFTER WALKING OUT;
EXHIBIT #8- DAVID'S ARREST, FINE, PROBATION COURT CERTIFIED;
EXHIBIT #9- DAVID'S MUG SHOT NOT DISCLOSED & CERTIFIED ARREST RECORD;
EXHIBIT #10- DAVID'S 3RD WIFE MARRIAGE & DIVORCE CERTIFIED UNDISCLOSED;
EXHIBIT #11- DAVID'S AFFIDAVIT ON MY HOME AS INVALID SIGNED FEB. 4, 2015;
EXHIBIT #12- DAVID'S 3RD WIFE AND LIVE IN PARTNER GERRY FRENCH LEMOND;
EXHIBIT #13- LUXURY APARTMENT RENT WITH PARTNER GERRY FRENCH LEMOND;
EXHIBIT #14- COLLIN COUNTY TAXES & APPRAISAL ON MY PROPERTY;
EXHIBIT #15- DAVID SCHROEDER EDUCATION, BUSINESSES ON LINKEDIN
EXHIBIT #16- QUOTES FOR DAMAGES OF SHOWER & FLOOR & CARPET BURNS;
EXHIBIT #17- E-MAILS, TEXT MESSAGES OVER 10,000 BETWEEN DAVID & DARLENE;
EXHIBIT #18- DAILY LISTED CONVERSATIONS 2011 TO MARCH 10, 2015 ETC.;
EXHIBIT #19- E-MAIL CONVERATIONS BEFORE & AFTER BREAK UP;
EXHIBIT #20- FARMERS BRANCH 2 FALSE POLICE REPORTS – CERTIFIED (LT. FOXALL)
EXHIBIT #21- FILING FALSE POLICE REPORT, CHARGES, CONSEQUENCES, ETC;
EXHIBIT #22- DARLENE'S MCKINNEY POLICE REPORTS & SURVEILLANCE;
EXHIBIT #23- TRICK SHELLY RENEE JANUARY, 2015 TO MARCH 15, 2015;
EXHIBIT #24- DAVID SCHROEDER TRUTH FINDER DATA & REPORT;
EXHIBIT #25- PRIVATE INVESTIGATION OF DAVID SCHROEDER & BILL \$1,175.00;
EXHIBIT #26- DAVID SCHROEDER MATCH.COM PROFILE & PICTURE;
EXHIBIT #27- WINSLEY CIRCLE WARRANTY DEED, TRUST OWNERSHIP & CONDITIONS;
EXHIBIT #28- COLLIN COUNTY HOPES DOOR ABUSE RECORDS 80 PAGES;
EXHIBIT #29- POST OFFICE TRACKING DELIVERY TO DAVID SCHROEDER;
EXHIBIT #30- CONTACT LETTERS TO FACEBOOK FOR TEXT MESSAGES BY BOTH;
EXHIBIT #31- ONE OF MANY STRANGE MAN SENT PERSONAL MESSAGES; (1-4 DAILY);
EXHIBIT #32- ST JUDE PRAYERS FOR INTENTIONS OF DAVID SCHROEDER;
EXHIBIT #33- DAVID SCHROEDER TOPPING OUT BOOKLET AS GIVEN TO ME;

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**EXHIBIT #34 - CHRISTMAS & VALENTINES LOVE CARDS FROM DAVID & FLOWER,
CONCERT TICKETS, PROFILE & OTHER PICTURES SHARED;**

EXHIBIT #35 - PROOF OF MY INCOME FOR LIVING EXPENSES;

EXHIBIT #36 - SOME UTILITIES, FOOD & LIVING EXPENSE FROM OCT 2014 TO MAR.2015;

**EXHIBIT #37 - APPROVAL LETTER FOR 2 SURGERIES BY WELL-MED INSURANCE;
(TESTS, 4 MONTH WAITING PERIOD TREATMENT, SURGERIES APPROVAL INS.)**

IN CONCLUSION AND PRAYER

I, DARLENE AMRHEIN, WAS TARGETTED BY DAVID SCHROEDER & GERRY FRENCH LEMOND BY FRAUDS, COVER UP, COLLUSION, EXTORTION AGAINST A SENIOR CITIZEN

DAVID SCHROEDER & GERRY FRENCH LEMOND WERE INVOLVED FROM 2014 TO PRESENT WITH UNLAWFUL PRACTICES AGAINST SENIOR DARLENE C. AMRHEIN;

WHY WOULD DAVID SCHROEDER LIE ABOUT EACH QUESTIONED ASKED BEFORE MOVE IN AS CONTINUED FOR 5 MONTHS PLUS TO PRESENT DAY & FRAUD ON COURT?

DAVID SCHROEDER HAS PRACTICE TO SAY WHAT YOU WANT TO HEAR AS LEARNED IN CHILDHOOD & TO ADVANCE THEIR AGENDA FOR MONEY ?

WHY WOULD DAVID SCHROEDER SPENT LESS THAN 2 HOURS WITH ME PER DAY, WORK EVERY HOLIDAY, DISAPPEAR WITH EXCUSES & SPEND ENTIRE NIGHT UPSTAIRS COMMUNICATING WITH OTHER WOMEN OR WOMAN LEMOND FOR INSTRUCTIONS?

WHY WOULD SEX OBSESSED DAVID SCHROEDER NOT MAKE A SEXUAL MOVE WITH DARLENE AMRHEIN IN 5 MONTHS WITH A SO CALLED ROMANTIC RELATIONSHIP?

DAVID SCHROEDER CLAIMED "HE WOULD NEVER HAVE SEX WITH MY FAT ASS;"

I NEVER ASKED FOR SEX, WAS RELIEVED ABOUT HIS ED & MIRACLE CHANGED BACK;

MY FAT ASS WAS SAME IN JUNE 2014 AS MARCH 10, 2015, BEFORE DAMAGES & LOSS;

WHY WOULD SCHROEDER SCAM 5 MONTHS WHILE ON INSIDE TO LEARN ABOUT HOME 2 MILLION DOLLAR INSURANCE POLICY, PRACTICES, ALARMS & DESIRED MONEY?

DAVID SCHROEDER COULD NOT HOLD HIS TEMPER, WAS OBVIOUS & LET IT SLIP THIS WAS "HIS HOUSE" OR HALF MONEY WITH QUICK "COMMON LAW" CLAIM OR FOURTH MARRIAGE CLAIM, OR QUICK DIVORCE FOR THEIR AGENDA, MY ASSETS & MONEY;

SYMPATHY, MANIPULATION, ACTING & FLATTERY WAS USED BY DAVID SCHROEDER WITH INSTRUCTIONS BY HIS PARTNER, GERRY LEMOND TO ADVANCE THEIR SCHEMES TO DEFRAUD, COVER UP, CONSPIRACY, FRAUDS & COLLUDE ARE CRIMINAL BY LAWS;

WHY WOULD DAVID SCHROEDER LIVE WITH DARLENE AMRHEIN FOR 5 MONTHS IN FALSE RELATIONSHIP FOR HIS ADVANTAGE, HER DISADVANTAGE & TAKE PROPERTY?

TO SUPPORT THEIR LIFE STYLE. THEY THOUGHT THEY HAD A SENIOR TO DEFRAUD WITH LITTLE TIME INVESTED FOR WHICH I NOW SUE EACH, SCHROEDER & LEMOND.

DAVID SCHROEDER WAS ASKED QUESTION OF HIS PAST FOR MONTHS. HE OMITTED & OR LIED THAT IF I HAD KNOWN WOULD HAVE NEVER GOTTEN PAST MY FRONT DOOR.

DAVID SCHROEDER MARRIED THREE TIMES, A SMOKER, NON- RELIGIOUS, JAILED, PROBATION & DRINKER WITH NO ETHICS, MOODS, ANGER, VIOLANT CHARACTER IS &

41.

WAS A DANGER TO ME AS PREDATOR & TO OTHERS, WHILE LIVING OFF WOMEN.

DAVID BROKE MY HEART & SPIRIT, CAUSED FEAR & STRESS WITH PERSONAL DAMAGES THAT CAN'T BE REPAIRED EASILY; I PRAYED FOR HIM; (EX. # 7, # 18, #32)

I WAS IN FEAR FOR MY LIFE, TRIED TO CALM HIM DOWN & PRAYED HE WOULD BE NORMAL & LOVING IN THIS RELATIONSHIP, WHILE IT WAS ALL A SCAM, CON & FRAUD TO ACQUIRE MY HOME, CAUSE ME FINANCIAL & PERSONAL RUIN WITH HIS PARTNER IN CRIME GERRY FRENCH LEMOND TO SEPARATE ME FROM MY PROPERTY & ASSETS;

MR. SCHROEDER DEFAMED ME, ENGAGED IN SLANDAR & DEFEMATION WITH INTENT TO SILENCE ME & DID SUCH HARM TO MY CHARACTER'S REPUTATION;

MR. SCHROEDER TALKED OF CRIMES INCLUDING THE DEATH OF HIS OWN SON & ENGAGED IN A COVER UP KNOWINGLY CONTRARY TO RULE OF LAW;

MR. SCHROEDER MADE ME FEARFUL IN MY OWN HOUSE BY THREATS & ABUSES, WHILE CALLING IT "HIS HOUSE" WITH NO "OWNERSHIP, NO MONEY & NO AUTHORITY;

WHY WOULD DAVID SCHROEDER KEEP DARLENE AMRHEIN'S PROPERTY, PICTURES & DAMAGES FOR REVENAGE ? HE DOESN'T HAVE MY PERMISSION TO USE MY LIKENESS FOR ANY REASON AS PART OF THIS LAWSUIT. MS. LEMOND IS TO BE ADDED TO SUIT;

MR. SCHROEDER PAID "NO RENT & NO SUPPORT" LIKE HE DID IN HIS PAST PRACTICES & PATTERNS WITH OTHERS FOR YEARS. HE USED REVENAGE & NO ONE HELD HIM ACCOUNTABLE FOR HIS CRIMES. JAIL TIME TAUGHT HIM NOTHING;

DAVID SCHROEDER FAILED IN EVERY RELATIONSHIP, SO A SCHEME LIKE THIS WAS NOT DONE ALONE AS WORDS, ABUSES & TIME SPENT FOR THEIR CONTROL;

ONCE HE NEW FAKE RELATIONSHIP WAS OVER HE GOT HIS JOB, MOVED IN WITH MS. GERRY FRENCH LEMOND, TWICE DIVORCED & DECLARED HIS LOVE PUBLICALLY;

DAVID SCHROEDER WAS "NOT SMART ENOUGH" TO PULL THIS OFF ALONE & IT EXPLAINS ALL HIS ACTIONS IN MY HOME, WORDS SPOKEN & ACTS PERFORMED WITH CONTACT OF GERRY FRENCH LEMOND AS HIS PARTNER IN CRIMES DAILY & NIGHTLY;

THAT IS WHY FALSE FARMERS BRANCH POLICE DEPT. REPORTS TO KEEP MS. LEMOND HIDDEN FROM DISCOVERY BY AMRHEIN & THIS LAWSUIT, SO I NOW SUE THEM BOTH;

PRAYER: I ASKS FOR AN ENFORCED ORDER TO GRANT MY PROPERTY, CHANGE THE INCREASED VALUE OF MONEY DAMAGES AWARD FOR BEING FORCED THROUGH THIS SINCE 2011 TO PRESENT AS I LOVED HIM. I NOW HAVE TRAUMATIC DREAMS NIGHTLY, FEAR FROM THIS NARC & AWFUL EXPERIENCE WHICH AFFECTS MY HEALTH; (#1 to # 37)

THIS IS WHAT I GOT FOR HELPING MR. SCHROEDER AS A FALSELY CLAIMED HOMELESS PERSON WITH ONE DIVORCE AS A "TEDDY BEAR & OPENBOOK." HE CALLED ME NAIVE, DELUSIONAL, NARCASSIST, EVIL PERSON, WHILE HE WANTS TO THREATEN & EXTORT MONEY FOR THEIR LIFE STYLE & SECURITY FRAUDULENTLY & MISLEAD THIS COURT;

DAVID SCHROEDER & MS. LEMOND CAUSED MY DAMAGES, INJURIES FOR 26 MONTHS, LOSS OF MY TIME & LIFE WITH UNIMAGINABLE STRESS & FINANCIAL DESTRUCTION.

EXHIBITS 1 TO 37

RESPECTFULLY SUBMITTED,

Darlene C. Amrhein
DARLENE C. AMRHEIN

*Large Print due
to vision problems.*

42.

12/9/16

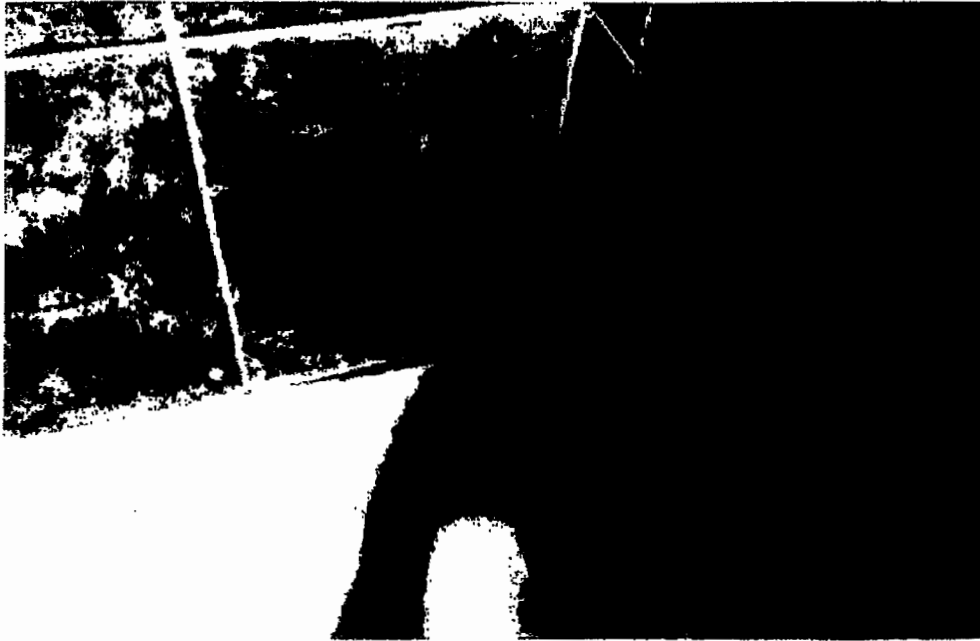


*Microwave
Damages*



*Table &
Coffee Holder
Damage*

Exhibit #4



Grout Tile
Bathroom



Grout Tile
Bathroom

Exhibit #6



Patio &
Rug Burns



Grout in
Tub
Bathroom

Exhibit #6



Darlene Amrhein
Edit Profile

Update Status

Add Photos/Video

Create Photo Album

News Feed

What's on your mind?

Messages

Events

Saved

APPS

Games

GSN Casino

Photos

Pokes

Webpaint Enter

Games Feed

FRIENDS

Close Friends

Family

EDS Corporati

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GROUPS

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Manage Your c

Create Group

Find New Groups

INTERESTS

Pages and Public...

EVENTS

Saving Sister Breeze



into both
L

YOUR HAND FITS IN MINE

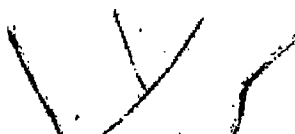


EXHIBIT A-6

CAUSE NO. 01-SC-16-00165

DARLENE AMRHEIN	§	IN JUSTICE OF THE PEACE
	§	
vs.	§	PRECINCT 1
	§	
	§	
DAVID SCHROEDER	§	COLLIN COUNTY, TEXAS

MOTION FOR WITHDRAWAL OF COUNSEL

TO THE HONORABLE COURT:

COME NOW, Movants, Lennie F. Bollinger and Wormington & Bollinger, Attorneys for Plaintiff, Darlene Amrhein (hereinafter referred to as "Plaintiff"), and bring this Motion for Withdrawal of Counsel, and in support thereof, show the Court the following:

I.

Good Cause exists for withdrawal of Movants as counsel because Movants are unable to effectively communicate with Plaintiff in a manner consistent with good attorney-client relations. It is necessary for Plaintiff's attorney to withdraw due to a difference of opinion with Plaintiff which make continued representation of Plaintiff in this cause of action impossible.

Further, Movants would show that notice has been given to Plaintiff of all upcoming deadlines and events in this matter. Additionally, Movants notified Plaintiff of the filing of this motion and Plaintiff disagrees with the withdrawal.

This motion is not sought for the purpose of delay.

A copy of this motion has been provided to Plaintiff by mail at Plaintiff's last known address: 112 Winsley Circle, McKinney, Texas 75071 and to Plaintiff's current email address.

Plaintiff is hereby notified in writing of the right to object to this motion.

WHEREFORE, PREMISES CONSIDERED, Movants pray that the Court enter an order discharging Movants as attorney of record for Plaintiff, Darlene Amrhein, and for such other and further relief that may be awarded at law or in equity.

Respectfully submitted,

WORMINGTON & BOLLINGER



BY: _____

Lennie F. Bollinger, JD
State Bar No. 24076894
lb@wormingtonlegal.com

212 East Virginia Street
McKinney, Texas 75069
(972) 569-3930
(972) 547-6440 Facsimile

ATTORNEY FOR PLAINTIFF

CERTIFICATE OF CONFERENCE

I personally conferred with Defendant on 11th day of May, 2017 regarding this Motion and Defendant does not oppose with the Motion for Withdrawal.

I personally conferred with Plaintiff on the 10th day of May, 2017 regarding this Motion and Plaintiff opposes the Motion for Withdrawal.



Lennie F. Bollinger

CERTIFICATE OF SERVICE

This will certify on this 11th day of May, 2017 that a true and correct copy of the foregoing was forwarded to opposing party as follows:

VIA EMAIL

David A. Schroeder
PO Box 80393
Dallas, Texas 75380

VIA EMAIL AND MAIL

Darlene Amrhein
112 Winsley Circle
McKinney, Texas 75071



Lennie F. Bollinger

CAUSE NO. 01-SC-16-00165

DARLENE AMRHEIN

vs.

DAVID SCHROEDER

§
§
§
§
§
§

IN JUSTICE OF THE PEACE

PRECINCT 1

COLLIN COUNTY, TEXAS

ORDER ON MOTION TO WITHDRAW

On this day came on to be heard the Motion of Wormington & Bollinger and Lennie F. Bollinger to Withdraw as Counsel for Plaintiff, and the Court having considered said Motion and having reviewed the pleadings on file, is of the opinion that the Motion is well taken and should be granted.

It is accordingly, ORDERED, ADJUDGED AND DECREED that Wormington & Bollinger and Lennie F. Bollinger are permitted to withdraw as attorneys of record for Plaintiff.

Signed this 12 day of May, 2017.


JUDGE PRESIDING

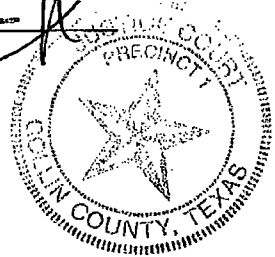


EXHIBIT A-7

CAUSE NO. 01-SC-16-00165

**DARLENE C. AMRHEIN
PEACE**

vs.

DAVID SCHROEDER

IN JUSTICE OF THE

PRECINCT 1

COLLIN COUNTY, TEXAS

**PLAINTIFF'S FIRST AMENDED PLEADINGS, STATED CLAIMS WITH
SUPPORTED LAWS DEFINED AND GENERAL DENIAL OF DEFENDANT
DAVID SCHROEDER'S FILED FALSE CLAIMS IN ANSWER TO LAWSUIT**

TO THE HONORABLE COURT AND JUDGE:

COMES NOW, Plaintiff, Darlene C. Amrhein, to file Plaintiff's First Amended Pleadings, Stated Claims With Supported Laws Defined & General Denial Of Defendant David Schroeder's Filed False Claims In Answer To Lawsuit are as follows:

I.

Purpose Of this Filing & Discovery Control Plan

Plaintiff Amrhein files this First Amended Pleadings, Stated Claims With Supported Laws & General Denial of Defendant Schroeder's Filed False Claims In His Answer To This Lawsuit, because Attorney Lennie Bollinger refused to as her legal representative in this lawsuit. Discovery Control Plan is requested to be conducted under Level 1. Attorney Bollinger after filing refused to conduct all discovery as Plaintiff requested several times.

II.

Correction of Errors of Original Petition

Plaintiff Amrhein corrects error of her address as reported in Original Petition as by Attorney Lennie Bollinger to 112 Winsley Circle, McKinney, Texas 75071. Unpublished phone number available to this Court for their use for contact. Attorney Bollinger claimed correction of errors before Court is not necessary in this lawsuit & then withdrew.

/

III.

Parties

Plaintiff Amrhein is senior, disabled woman living at 112 Winsley Circle, McKinney, Texas 75071 within Collin County, Texas.

Defendant Schroeder is a senior man with multiple addresses, so receiving mail timely unknown, but his place of business, where he was served was 2001 Bryan Street, Suite # 150, Dallas, Texas in Dallas County 75201.

IV.

Jurisdiction & Venue

This Justice of Peace / Small Claims Court Precinct One, Collin County, Texas has proper jurisdiction over this lawsuit for violations of laws & crimes committed at the above home address of Plaintiff Darlene Amrhein by Defendant David Schroeder.

V.

Factual Steps Taken To Prevent Filing Lawsuit

Plaintiff Amrhein then sends several demand letters to Defendant Schroeder as he provided multiple addresses & false claim of him moving out of state. (Exhibit A) The last contact attempt was the final demand letter on or about February 15, 2016 with no response by Defendant David Schroeder at any time until his answer & general denial, which was not sent to Plaintiff's Attorney, but directly through email to Plaintiff with a return response to contact Attorney Lennie Bollinger as represented in lawsuit papers.

VI.

Service Process of Lawsuit

Attorney Lennie Bollinger was to represent Plaintiff Amrhein & on or about May 10, 2016 Defendant Schroeder was served by process server at his place of business. Details not provided by Attorney Bollinger & his law firm about service, but confirmed.

2.

VII.

Prior Attempts To Settle Issues Before Filing Lawsuit In Defendants Answer

Plaintiff Amrhein attempted to make contact with Defendant David Schroeder to resolve these issues prior to filing this lawsuit without success & now he falsely claims that is considered as stalking in violation of law within his general denial & answer to Court. Plaintiff Amrhein has never been to any of Defendant Schroeder's homes or businesses. Plaintiff Amrhein has never made any telephone call to him for harassment. Plaintiff Amrhein has not used any emails to threaten or harass Defendant Schroeder. Plaintiff Amrhein has never made any contact with any of Defendant Schroeder's family or friends. Defendant has misrepresented facts to mislead this Court, which is "fraud Upon the Courts, illegal act, defamation of Plaintiff and a felony to hide his illegal acts.

VIII.

Bio of Defendant Schroeder & Some Facts Requiring Legal Remedies & Relief

1. **David Schroeder False Bio** before move in was friendly, low key, well educated, stable, business owner of Print Company, living in Plano;

Non-smoker except Christmas time cigar, Non-drinker as occasional wine during holidays, hard-working, interested in promoting his business, believes in God & attends Mass at Church every other week;

Married to 1 woman 20 years;(two marriages & divorces not disclosed before move in.)

Suffered loss of son Matthew for drug over dose with drugging sister & baby present allowing him to die with help summoned;

Grandson taken away, estranged from family & children as he describes himself as real "teddy bear" fallen on hard times, of repo car, evicted from rent home, in debt, losing business & no money to garner sympathy, manipulate & control his targeted victim;

2. **David Schroeder True Bio** was convicted for DWI multiple times in Dallas County as jailed with months of sentencing, lies about injured party & mug shot discovered after move in;

3. Undisclosed 3 wives & 3 divorces for non-support as he declares them crazy, claims first wife commits forgery, engages in insurance fraud for fire & new free kitchen;

3.

4. Abusive to friends & family, combative, abused as child, argumentative, threatening, body shaming, critical, demeaning, paid utilities, so he left most lights on all night;
5. Used multiple women to live off of, then using revenge against them, including sex;
6. When Defendant Schroeder made statements at night they were different in the morning as he conspired with his secret partner by phone or emails to change his own statements as conspiracy to defraud senior Plaintiff Amrhein;
7. Uses son's drug death for sympathy to manipulate women, claims daughter drugged allowed son to die with no responders as baby present as hidden crime; (over 10 yrs ago)
8. Had a temper throwing boxes of belongings against Plaintiff's garage, tries to demand hundreds of dollars for money for his debt, bad decisions & motel bills;
9. Drinks a full bottle of wine nightly, drives drunk, smokes a pack or more of cigarettes daily knowing not disclosed as Plaintiff has COPD & no smoking fire insurance;
10. Health problems, boxes of medications, on anti-anxiety medication controlled by government & when out of meds can't sleep for days of moodiness & temper;
11. Doesn't go to church for 5 months as claimed, caught in lies, fearful, uses people, phony, blaming, claims revenge for his displeasure as a "true dangerous narcissist;"
12. Defendant Schroeder's intent was to move into Plaintiff's home for 6 months & then claim a common-law marriage to require ½ interest in this property forced to sell & pay his falsely claimed portion off as warned by McKinney Police;
13. Defendant Schroeder makes claim to invalid Affidavit Notarized Statement suggested to Plaintiff by McKinney Police Department & reports to this JP Court in his answer knowing it is false to mislead causing "Fraud Upon Court;"
14. McKinney Police were called several times with reporting & more than 3,000 emails between Defendant Schroeder & Plaintiff Amrhein with their advice to keep a door between us to prevent his physical abuse as the appearance of potential predator;
15. Pictures, certified documents, reports, court records, mug shot, DWI certified legal problems, case numbers, judges names, receipts, expenses, cards, objects & items, etc.
16. Probation was dismissed after two years 2013 & he was using this as "still active" to control & manipulate Plaintiff, while at her residence to enjoy & planned to buy a gun;
17. He was too poor to buy his grandchildren Christmas presents, so he takes money from Plaintiff, does not pay back while having \$1,700 in his bank;
18. Claimed holes in shoes & no winter jacket for damages so it can't be returned;

4

19. Claimed thoughts of suicide in past for manipulation of Plaintiff for sympathy;
 20. Used women as tricks & to blame others instead of himself;
 21. Filed False Police Report with Lt. Foxall in Farmers Branch for revenge & to establish a defense if lawsuit is filed against David Schroeder & after Plaintiff response it was dropped as he falsely claimed stalking, not contact for demand letter & lawsuit;
 22. Defendant Schroeder uses fake name for certified mail to force Plaintiff's signature;
 23. Defendant Schroeder damage property in bathroom, TV room, pours milk or cream on Microwave, wood tables, coffeemaker, throws box, clothes & keys against garage door & property,
 24. Defendant makes harassing phone calls in late evening hours 10 or 11 PM & 5 or 6 AM, vulgar text messages & postings as some examples of Plaintiff Amrhein's stated claims & facts in this lawsuit;
- Defendant bragged about scamming people & through boat keys at Bank loan officer to make sure his wife would not recover it in divorce as example of ethics & got second wife pregnant & to avoid paying child support married & divorced her as he was critical of his own child. When 18 year old granddaughter went missing he watched a movie & threatened to take a baseball bat to the head of his son-in-law, giving Plaintiff's fears;
26. This all & much more affected Plaintiff's health, safety & well-being causing fear, which Attorney Bollinger claimed was merit less & irrelevant. (This is just some examples of the true Defendant David Schroeder.)

IX.

Some Factual Details

1. Defendant Schroeder moved into Plaintiff's residence at 112 Winsley Circle. McKinney, Texas, appx. Oct.15, 2014;
2. Plaintiff was under medical care & hospitalized Oct, 7, 2014 for a week & Defendant Schroeder was forced to sleep at his company for a few weeks then returning to residence to sleep in upstairs portion of the home as this living arrangement;
3. Plaintiff provided a bedroom, living room, office area, small kitchenet, utilities, WIFI connection, television, electricity, heat, air-conditioning, water daily, refrigeration, patio to yard, bathroom with tub & shower, full breakfast, lunch, dinner, dessert, wine & other beverages, washing service & equipment with full security in exchange & promise to pay \$200.00 per month, which is ridiculous & based on fraudulent lies Defendant told;
4. Plaintiff & Defendant had an evening meal almost daily unless he was working;

5. Defendant Schroeder continued to claim he had debts & was buried with other financials as his automobile reposed & was evicted from his rent home in Plano, Texas;
6. Defendant Schroeder had family problems with his one ex-wife disclosed, grown children & grandchildren, with excuses, deceptions, lies, frauds & other violations of law;
7. Defendant Schroeder never paid any money to Plaintiff, but promised with continued excuses as he banked money from his 5 sources of income for 5 Months requiring losses, debt & financial ruin to Plaintiff's limited income of approx. \$1,200.00 per month, which Defendant Schroeder was aware of with intent to defraud, causing this lawsuit;
8. Defendant Schroeder did no chores, provided no food, put together a grill for about 20 minutes & replaced a dishwasher seal in about 15 minutes in 5 months;
9. Defendant Schroeder tried to make a move romantically on Plaintiff, no sex as he had ED as claimed, which gave Plaintiff great relief of that threat;
10. Defendant Schroeder claimed he was telling others he was living with Plaintiff to give false impression of intimacy & he refused to give names of parties of defamation;
11. Prior to move in Defendant Schroeder had been viewing Plaintiff on face book since 2011, during the time of his third undisclosed 2 month marriage & divorce for non-support as discovered after he left the residence through investigation & court records;
12. For 5 Months Plaintiff Amrhein lived in fear, tried to keep Defendant Schroeder calm to prevent his anger, moods, retaliation, etc. at home & in the end told him that thought we should date other people, he checked with his partner, damaged & took Plaintiff's property, walked out & claimed he threw the key;
13. House locks were changed, barriers on each door as he tried to get in the past, slept with a weapon in case he returned for his type of revenge that he did to others, so this was not frivolous, merit less & irrelevant as falsely claimed by Attorney Bollinger to Court;
14. Defendant claimed he was taking his current job of \$109,000 a year for a crooked company only because he wanted their money, which all of the above & more tells a person's character & action of misconduct violating the laws as follows below:
15. Defendant Schroeder claimed he would win at all cost & he had the resources to do the deal with any attorney to throw this case, not do the work, refused to Amend Pleadings, no mediation, kill the lawsuit & silence Plaintiff Amrhein;
16. Plaintiff's Original Petition claimed Discovery, Request for Disclosures, Request For Admissions, which were not done by Defendant David Schroeder & not enforced by Attorney Bollinger according to Rules of Civil Procedure;

17. Plaintiff Attorney Bollinger knew Plaintiff Amrhein was going to be hospitalized on May 15, 2017 for surgical back procedure, so this was the perfect time to quit & kill this lawsuit without representation, no hearing, no ability to complain or do anything about so the deal was done & Defendant Schroeder was relieved of all accountability & liability:

18. Unethical Attorney Bollinger & the Wormington & Bollinger Law Firm with Defendant David Schroeder got it wrong as Plaintiff Amrhein files Plaintiff's Objections to Motion For Withdrawal of Counsel for "Good Cause" Reasons & Request for Fiat Hearing Form; Plaintiff's Motion For Continuance & "Good Cause" Reasons; Request For Jury Trial With Paid Fee; Plaintiff's First Amended Pleadings, Stated Claims With Supported Laws & General Denial Of Defendant David Schroeder's Filed False Claims In His Answer To This Lawsuit, prepared within two weekend days, which is more work than Attorney Bollinger did in 1 Year, which is basis for conditions of this case & subject to action, complaints, objections & denied award for any fees against laws & equity;

Attorney Lennie Bollinger was aware of these issues stated within that he calls irrelevant, merit less & not within this Court as limited to subject matter topics to prevent his work.

Plaintiff is happy Attorney Bollinger & Wormington & Bollinger Law Firm was withdrawn by Judge's Order on May 12, 2017; (Exhibit B)

19. Plaintiff Amrhein is filing all court documents on the way to the hospital, before surgery, so they did not silence this case or Plaintiff, but added to their problems because the Judge & Court is aware of breaches, unethical conduct & "Fraud Upon the Court," etc

X.

Causes of Action Against Defendant David Schroeder

Plaintiff would show at the time and on the occasion complained of, Defendant agreed to pay Plaintiff the sum of \$200.00 per month for rent, utilities and other miscellaneous expenses. Defendant has failed to pay Plaintiff for 5 months as described above.

Plaintiff would show that at the time and on occasion complained of, Defendant converted Plaintiff's personal property for his own use and has failed to return said property despite multiple demands. (Exhibit A – Last Demand Letter – February, 2016)

1. Ray Ban Sunglasses;
2. Silver Cross and Silver Chain;
3. Go Bible and quilted case;
4. St Jude Silver Medal;
5. Personal Pictures;

7.

6. Andrea Bocelli Concert Ticket;
7. Two Ties;
8. Two Shirts;
9. 2piece Sweat Suit;
10. Brown Jacket Damage & No Value;
11. Nicoderm Patches Returned to Pocket the Money;
12. Various Bottles of wine almost Daily;
13. Black Picture Frame;
14. Blue Cooler Lunch Tote;
15. Blue Thermos;
16. Damage to Bathroom Shower / Tub Wall & Grout;
17. Damage to Coffee maker;
18. Damages to Wood Sofa Table in Movie Room;
19. Damage to Microwave Oven;
20. Damage to Wood Cabinet in Kitchenette;
21. Damage Patio Rug with Multiple Cigarette Burns.-Garbage

Defendant wrongfully exercised dominion or control over the property

Each of these acts and omissions, singularly or in combination with stated others, constituted failure to pay rent and conversion which proximately caused the occurrence made the basis of Plaintiff's action and Plaintiff's damages, along with other violations of laws as stated within this First Amended Pleading not to exceed \$10,000.00 in lawsuit.

Each of these acts and omissions, singularly or in combination with stated others, constitutes failures to follow the laws as written, an attempt to commit crimes against Plaintiff, demand to insist in frauds, cover up, conspiracy & collusion to violate existing laws & to engage in "Fraud Upon Courts" causing damages, harms & risk to Plaintiff.

Each of these acts and omissions, singularly or in combination with stated others, constitutes harm, damages, accountability & liability not to exceed \$10,000 in lawsuit.

Below in XI you will find violations of laws, statutes & rules that Defendant Schroeder engaged in & violated causing harm & damages to Plaintiff Amrhein.

S.

XI.

Plaintiff's Stated Claims, Facts, Supported by Laws & Required Relief For All Individual Offenses By Defendant David Allen Schroeder:

1. Conversion of Property & Tort

Conversion is a tort that exposes you to liability for damages in a civil lawsuit. It applies when someone intentionally interferes with personal property belonging to another person. To make out a conversion claim, a plaintiff must establish four elements:

- First, that the plaintiff **owns or has the right to possess the personal property** in question at the time of the interference;
- Second, that the defendant **intentionally interfered with** the plaintiff's personal property (sometimes also described as exercising "dominion and control" over it);
- Third, that the interference **deprived the plaintiff of possession or use** of the personal property in question; and
- Fourth, that the interference **caused damages** to the plaintiff.

Defendant Schroeder committed conversion & tort against Plaintiff Amrhein as stated that requires relief under this existing law. See Harper & Row Pubs. v. Nation Enters., 723 F.2d 195, 201 (2d Cir. 1983) ("Conversion requires not merely temporary interference with property rights, but the exercise of unauthorized dominion and control to the complete exclusion of the rightful possessor."). You should be aware that taking property from someone can also expose you to criminal liability under state laws

2. Breach of implied or expressed contract

Express Contracts In an express contract, the parties state the terms, either orally or in writing, at the time of its formation. There is a definite written or oral offer that is accepted by the offeree (i.e., the person to whom the offer is made) in a manner that explicitly demonstrates consent to its terms.

Implied Contracts Although contracts that are *implied in fact* and contracts *implied in law* are both called implied contracts, a true implied contract consists of obligations arising from a mutual agreement and intent to promise, which have not been expressed in words. It is misleading to label as an implied contract one that is implied in law because a contract implied in law lacks the requisites of a true contract. The term *quasi-contract* is a more accurate designation of contracts implied in law. Implied contracts are as binding as express contracts. An implied contract depends on substance for its existence; therefore, for an implied contract to arise, there must be some act or conduct of a party, in order for them to be bound.

A contract implied in fact is not expressed by the parties but, rather, suggested from facts and circumstances that indicate a mutual intention to contract. Circumstances exist that, according to the ordinary course of dealing and common understanding, demonstrate such an intent that is sufficient to support a finding of an implied contract.

Defendant Schroeder was given terms, conditions & rent amount the day before move in & that this was approved by his arrival the following day.

Defendant Schroeder claimed he would pay rent on Wednesdays due to pay schedule but that never happened with continued excuses.

3. Frauds

Fraud must be proved by showing that defendant's actions involved five separate elements: (1) a false statement of a material fact, (2) knowledge on the part of the defendant that the statement is untrue, (3) intent on the part of the defendant to deceive the alleged victim, (4) justifiable reliance by the alleged victim on the statement, and (5) injury to the alleged victim as a result.

To be fraudulent, false statement must be made with intent to deceive victim. This is perhaps the easiest element to prove, once falsity and materiality are proved, because most material false statements are designed to mislead.

The false statement must be made with the intent to deprive the victim of some legal right.

The victim's reliance on the false statement must be reasonable. Reliance on a patently absurd false statement generally will not give rise to fraud; however, people who are especially gullible, superstitious, or ignorant or who are illiterate may recover damages for fraud if the defendant knew and took advantage of their condition.

The false statement must cause the victim some injury that leaves her or him in a worse position than she or he was in before the fraud.

When a person has a duty to speak, silence may be treated as a false statement. This can arise if a party who has knowledge of a fact fails to disclose it to another party who is justified in assuming its nonexistence.

Fraud is an independent criminal offense, but it also appears in different contexts as the means used to gain a legal advantage or accomplish a specific crime.

Fraud resembles theft in that both involve some form of illegal taking, but the two should not be confused. Fraud requires an additional element of

False Pretenses created to induce a victim to turn over property, services, or money. Theft, by contrast, requires only the unauthorized taking of another's property with intent to permanently deprive the other of the property. Because fraud involves more planning than does theft, it is punished more severely.

Mail Fraud

Federal and state criminal statutes provide for the punishment of persons convicted of fraudulent activity. Interstate fraud and fraud on the federal government are singled out for federal prosecution. The most common federal fraud charges are for mail and wire fraud. Mail and wire fraud statutes criminalize the use of the mails or interstate wires to create or further a scheme to defraud.

(18 U.S.C.A. §§ 1341, 1342).

The intentional use of deceit, a trick or some dishonest means to deprive another of his/her/its money, property or a legal right. A party who has lost something due to fraud is entitled to file a lawsuit for damages against the party acting fraudulently, and the damages may include punitive damages as a punishment or public example due to the malicious nature of the fraud.

Quite often there are several persons involved in a scheme to commit fraud and each and all may be liable for the total damages. Inherent in fraud is an unjust advantage over another which injures that person or entity. It includes failing to point out a known mistake in a contract or other writing (such as a deed), or not revealing a fact which he/she has a duty to communicate, such as a survey which shows there are only 10 acres of land being purchased and not 20 as originally understood.

Constructive fraud can be proved by a showing of breach of legal duty (like using the trust funds held for another in an investment in one's own business) without direct proof of fraud or fraudulent intent. Extrinsic fraud occurs when deceit is employed to keep someone from exercising a right, such as a fair trial, by hiding evidence or misleading the opposing party in a lawsuit. (See: **constructive fraud**, **extrinsic fraud**, **intrinsic fraud**, **fraud in the inducement**, **fraudulent conveyance**) damages)

4. Negligent Misrepresentations

One who,

- in the course of his business, profession or employment, or in any other action in which he has a pecuniary interest,
- supplies false information for the guidance of others in their business transactions,
- is subject to liability for pecuniary loss caused to them
- by their justifiable reliance upon the information,
- if he fails to exercise reasonable care or competence in obtaining or communicating the information.

Barnett v. Reno Air, Inc., 114 Nev. 441, 449, 956 P.2d 1382, 1387 (1998); *Bill Stremmel Motors, Inc. v. First Nat'l Bank of Nevada*, 94 Nev. 131, 134, 575 P.2d 938, 940 (1978).

Defendant Schroeder's interest was to live free in the house, have meals cooked, housekeeper with intent to take 1/2 of property value as he conspires with a third party Lemond or French(?) as He totally misrepresented himself. If known he would not have been friends with Plaintiff let alone live at this house. Defendant Schroeder claimed he was taught to lie as a child he lied to this Court. Plaintiff never received any letter from any of his 3 ex- wives, nor any contact as he claims. Defendant Schroeder used this ploy to find new women to target until he was done.

// .

7. Negligence

Primary factors to consider in ascertaining whether the person's conduct lacks reasonable care are the foreseeable likelihood that the person's conduct will result in harm, the foreseeable severity of any harm that may ensue, and the burden of precautions to eliminate or reduce the risk of harm. *See* Restatement (Third) of Torts: Liability for Physical Harm § 3 (P.F.D. No. 1, 2005). Negligent conduct may consist of either an act, or an omission to act when there is a duty to do so. *See* Restatement (Second) of Torts § 282 (1965).

Five elements are required to establish a prima facie case of negligence: the existence of a legal duty to exercise reasonable care; a failure to exercise reasonable care; cause in fact of physical harm by the negligent conduct; physical harm in the form of actual damages; and proximate cause, a showing that the harm is within the scope of liability.

8. Gross Negligence

An indifference to, and a blatant violation of, a legal duty with respect to the rights of others.

Gross negligence is a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. It is conduct that is extreme when compared with ordinary Negligence, which is a mere failure to exercise reasonable care. Ordinary negligence and gross negligence differ in degree of inattention, while both differ from willful and wanton conduct, which is conduct that is reasonably considered to cause injury. This distinction is important, since contributory negligence-- a lack of care by the plaintiff that combines with the defendant's conduct to cause the plaintiff's injury and completely bar his or her action-- is not a defense to willful and wanton conduct but is a defense to gross negligence. In addition, a finding of willful and wanton misconduct usually supports recovery of Punitive Damages, whereas gross negligence does not.

9. Acting in "Bad Faith"

The fraudulent deception of another person; the intentional or malicious refusal to perform some duty or contractual obligation.

Bad faith is not the same as prior judgment or Negligence. One can make an honest mistake about one's own rights and duties, but when the rights of someone else are intentionally or maliciously infringed upon, such conduct demonstrates bad faith.

The existence of bad faith can minimize or nullify any claims that a person alleges in a lawsuit. Punitive Damages, attorney's fees, or both, may be awarded to a party who must defend himself or herself in an action brought in bad faith.

10. Duty of Care, Lack of Ordinary Care, Tort

a requirement that a person act toward others and the public with watchfulness, attention, caution and prudence that a reasonable person in the circumstances would. If a person's actions do not meet this standard

d of care, then the acts are considered negligent, and any damages resulting may be claimed in a lawsuit for negligence. (See: negligence, standard of care)

the mechanism used in the law of tort or delict to determine when a person may be liable. Normally, reasonable foreseeability of physical harm will create a duty, but restrictions exist in cases of economic loss, nervous shock and other more unusual harms.

11. Breach of Fiduciary Duty

An individual in whom another has placed utmost trust and confidence to manage and protect property or money. Relationship wherein one person has an obligation to act for another's benefit


A fiduciary relationship encompasses the idea of faith and confidence and is generally established only when the confidence given by one person is actually accepted by the other person. Mere respect for another individual's judgment or general trust in his or her character is ordinarily insufficient for the creation of a fiduciary relationship. Duties of fiduciary include loyalty and

reasonable care of assets within custody. All of fiduciary's actions are performed for advantage of the beneficiary.

12. Harassment

Conduct which may require a person to be given legal protection in terms of the Protection from Harassment Act 1997. For these purposes harassment is not defined but it includes causing the person alarm or distress. For the courts to act under this legislation the harassment was caused by a course of conduct. This is defined in the Act as conduct on more than one occasion. It need not be the same conduct on each occasion. There are defences such as that the conduct was reasonable in circumstances. It is not open to plead as a defence that it was not intended by alleged offender that alarm be caused. It is enough if his or her conduct would cause harassment, if a reasonable person, in possession of same information, would think that course of conduct would have effect.

13. Abuse

A misuse of anything. 2. Cruelty that causes harm to another. *Experts consulted* 

14. Threats

Spoken or written words tending to intimidate or menace others.

Statutes in a number of jurisdictions prohibit the use of threats and Unlawful Communications by any person. Some of the more common types of threats forbidden by law are those made with an intent to obtain a pecuniary advantage or to compel a person to act against his or her will. In all states, it is an offense to threaten to (1) use a deadly weapon on another person; (2) injure another's person or property; or (3) injure another's reputation.

15. Cover up / Conceal

A **cover-up** is an attempt, whether successful or not, to conceal evidence of wrongdoing, error, incompetence or other embarrassing information. In a passive cover-up, information is simply not provided; in an active cover-up, deception is used.

16. Collusion

An agreement between two or more people to defraud a person of his or her rights or to obtain something that is prohibited by law.

Secret arrangement wherein two or more people whose legal interests seemingly conflict conspire to commit **Fraud** upon another person: a pact between two people to deceive court with purpose of obtaining something that they would not be able to get through legitimate judicial channels.

17. Conspiracy

An agreement between two or more persons to engage jointly in an unlawful or criminal act, or a n act that is innocent in itself but becomes unlawful when done by the combination of actors.

18. Defamation, Slander To Reputation

he law of defamation varies from state to state, but there are some generally accepted rules. If you believe you are have been "defamed," to prove it you usually have to show there's been a statement that is all of the following:

- published
- false
- injurious
- unprivileged

19. Theft of Property

A criminal act in which property belonging to another is taken without that person's consent.

The term *theft* is sometimes used synonymously with **Larceny**. *Theft*, however, is actually a broader term, encompassing many forms of deceitful taking of property, including swindling, **Embezzlement**, and **False Pretenses**. Some states categorize all these offenses under a single statutory crime of theft.

20. Property Damages

n. injury to real or personal property through another's negligence, willful destruction or by some act of nature. In lawsuits for damages caused by negligence or a willful act, property damage is distinguished from personal injury. Property damage may include harm to an automobile, a fence, a tree, a home or any other possession. The amount of recovery for property damage may be established by evidence of replacement value, cost of repairs, loss of use until repaired or replaced or, in the case of heirlooms or very personal items (e.g. wedding pictures), by subjective

testimony as to sentimental value. n. injury to real or personal property through another's negligence, willful destruction or by some act of nature. In lawsuits for damages caused by negligence or a willful act, property damage is distinguished from personal injury. Property damage may include harm to an automobile, a fence, a tree, a home or any other possession. The amount of recovery for property damage may be established by evidence of replacement value, cost of repairs, loss of use until repaired or replaced or, in the case of heirlooms or very personal items (e.g. wedding pictures), by subjective testimony as to sentimental value. n. injury to real or personal property through another's negligence, willful destruction or by some act of nature. In lawsuits for damages caused by negligence or a willful act, property damage is distinguished from personal injury. Property damage may include harm to an automobile, a fence, a tree, a home or any other possession. The amount of recovery for property damage may be established by evidence of replacement value, cost of repairs, loss of use until repaired or replaced or, in the case of heirlooms or very personal items (e.g. wedding pictures), by subjective testimony as to sentimental value.

21. Cause of Financial Loss

In the legal world, *damage* is defined as a loss or harm resulting from injury to a person, property or reputation. *Damages*, on the other hand, refers to compensation - such as a monetary judgment - provided to a person who has suffered a loss or harm due to the unlawful act or omission of another. The person at fault - the one who caused the loss or harm - must compensate (or pay) the injured party for his or her losses, i.e. he must pay his damages for the damage he caused.

22. Cause of Emotional Distress

n. an increasingly popular basis for a claim of damages in lawsuits for injury due to the negligence or intentional acts of another. Originally damages for emotional distress were only awardable in conjunction with damages for actual physical harm. Recently courts in many states, including New York and California, have recognized a right to an award of money damages for emotional distress without physical injury or contact. In sexual harassment claims, emotional distress can be the major, or even only, harmful result. In most jurisdictions, emotional distress cannot be claimed for breach of contract or other business activity, but can be alleged in cases of libel and slander. Evidentiary problems include the fact that such distress is easily feigned or exaggerated, and professional testimony by a therapist or psychiatrist may be required to validate the existence and depth of the distress and place a dollar value upon it. (See: damages)

23. Caused Damages & Injuries

Consequential damages, a type of compensatory damages, may be awarded when the loss suffered by a plaintiff is not caused directly or immediately by the wrongful conduct of a defendant, but results from the defendant's action instead.

Mental pain and suffering can be considered in assessing compensatory damages. Mental pain and suffering includes fright, nervousness, grief, emotional trauma, anxiety, humiliation, and indignity. Historically, a plaintiff could not recover damages for mental pain and suffering without an accompanying physical injury.

Punitive damages. also known as exemplary damages, may be awarded to a plaintiff in addition to compensatory damages when a defendant's conduct is particularly willful, wanton, malicious, vindictive, or oppressive. Punitive damages are awarded not as compensation, but to punish the wrongdoer and to act as a deterrent to others who might engage in similar conduct.

The amount of punitive damages to be awarded lies within discretion of the trier of fact, which must consider the nature of the wrongdoer's behavior, the extent of the plaintiff's loss or injury, and the degree to which the defendant's conduct is repugnant to a societal sense of justice and decency. An award of punitive damages will usually not be disturbed on the grounds that it is excessive, unless it can be shown that jury or judge was influenced by prejudice, bias, passion, partiality, or corruption.

XII.

Request For Disclosures

Pursuant to TRCP 194, Defendant herein is required to disclose, within 50 days of service of this Petition and request, the information and / or material described in Rule 194.2(a) through (k).

XIII.

Request For Admissions

Pursuant to Rule 198 of the Texas Rules of Civil Procedure, Plaintiff serves the following Request For Admissions to Defendant are requested fully, in writing, and in accordance with Rule 198 of the Texas Rules of Civil Procedure. The admissions requested are to be responded to fifty (50) days after the service of this request. The failure to answer within the prescribed period may result in the Admissions being deemed admitted by the aforementioned Court. If you fail to admit a matter upon which Plaintiff later has to prove at her expense, you may have to pay for the court costs of such proof if you do not have good cause for admitting the request when such request was served.

Admission No. 1: Admit you agreed to pay Plaintiff \$200.00 per month before move in.

Admission No. 2: Admit you damaged items on Plaintiff's property, while there.

Admission No. 3: Admit that you removed Plaintiff's property & refused to return it causing conversion of this property for your own personal use and or destroyed items.

Admission No. 4: Admit you didn't disclose all your background information to Plaintiff.

Admission No. 5: Admit you have convictions for DWI, describe each one & Probation.

Admission No. 6: Admit you exchanged information for recommendations with Ms. French and or Ms. G. Lemond or any other name this person uses about Plaintiff at home.

16.

Admission No. 7: Admit that you drove Plaintiff's car with her as a passenger under the influence of 2 or more containers or glasses of wine after multiple DWI convictions.

Admission No. 8: Admit you engaged in verbal abuse against Plaintiff and / or threats.

Admission No. 9: Admit you sent vulgar text statements toward Plaintiff at any time.

Admission No. 10: Admit that defamed Plaintiff by making false statements to others.

Admission No. 11: Admit that you tried to extort money from Plaintiff for gifts & motel:

Admission No. 12: Admit you have lived off other women as you did with Plaintiff.

Admission No. 13: Admit you yelled, raised hand, demeaned during time with Plaintiff.

Admission No. 14: Admit you used fraudulent statements to live in Plaintiff's home.

Admission No. 15: Admit you claim your son died because drug daughter would no get help as you relayed this to Plaintiff Amrhein as used on women for your story.

Admission No. 16: Admit you had 4 or more income sources, while claiming no money.

Admission No. 17: Admit you had Plaintiff buy gifts for your grandchildren at \$100.00.

Admission No. 18: Admit you contacted Plaintiff by telephone & text to harass her.

Admission No. 19: Admit you had \$1,700.00 or more in bank at time of no payments.

Admission No. 20: Admit you did not disclose all marriages & divorces before move in.

Admission No. 21: Admit you are on anxiety controlled medications & lie frequently.

Admission No. 22: Admit you did not disclose drinking & smoking before move in.

Admission No. 23: Admit you had more than one conversation with Attorney Bollinger admitting you had a box of Plaintiff Amrhein's property for more than 2 years.

Admission No. 24: Admit you filed false Farmer's Branch Police Report on Plaintiff.

Admission No. 25: Admit you tried to keep Plaintiff's property with false filing to Court.

Admission No. 26: Admit your 2 month marriage of 3rd wife divorce for non-support.

XIV.

Plaintiff's General Denial to Defendant Schroeder's individual issues as stated.

Plaintiff Amrhein's General Denial of each and every item / issue raised by Defendant Schroeder in his Answer to this lawsuit dated May 12, 2015 on one page & May 12, 2016 on other page are false, filed as "Fraud Upon The Court," meant to mislead & harm;

17.

1. All items given as gifts. – False;
2. Jacket in garbage as he ruined it & could not be returned or worn. – False;
3. Asked to Return Items – False – Never;
4. He took the items that he now claims he did not want. – False – Continued suggestions
5. He checks duress. – Guess I just forced him to steal my things, eat my food & live in this house without paying a dime for 5 months;
6. False Police Report to establish a defense & refused demand letters with no response;
7. Email to try to settle with return of my property before filing the lawsuit;
8. Private investigation for filed lawsuit, claimed to be moving out of state, needed to be served & did not know where he picked up mail, so sent to all addresses he gave me;
9. False Farmer's Branch Police Report & never did anything after they got response;
10. Plaintiff does have other male friends & family so it is my property & he knows it;
11. Never attempted to contact any family member & no letter ever sent to me.-False
12. Living at house without rent payment is harassment. No debt owed – False
13. Defendant wants payment for demand letter & filed lawsuit as affect him for his own misconduct. The demand letter is a requirement to file lawsuit on claims with attempts to settle before court. – Defendant Schroeder is ridiculous & it will be up to a jury at trial.
14. Regarding Admission Statement it is False. (He lies to get off as taught & criminal.)
15. Income Social Security, Celebration Plano, Brian (don't have last name), Shields & Lee Survey Company all combined made more money than Plaintiff of \$1,200 to pay all the bills. Who would want that arrangement would be crazy. His bank receipts will show his income, bank account, so more falsity to commit "Fraud Upon the Court" to mislead.
16. Piece of paper he claimed to sign was not valid. Was suggested by McKinney Police Department & it took him weeks to sign with excuses & has no enforcement. - False
17. Dcfendant Schroeder talks about being ejected 3 times. – False statements & will be proven at trial, motel was his choice as he tried to extort \$236.00 from me. All gifts left behind is false. All bills were left behind costing Plaintiff thousands of dollars, plus conversion of property, harms & injuries for his negligence & misconduct described;
18. Defendant Schroeder was locked out of his company because of the alarm & they did not give him the code, so he slept in his car, went to Dallas Park to drink beer, rented a motel room & to charge me for his bad decisions & problems as I have the evidence.

18.

Notice To The Court To Take Note :

1. Defendant Schroeder claimed "he would win at all cost & had resources" to do deal with attorney, to throw case, not do work, refused to do Amend Pleadings, no mediation, no discovery, end lawsuit & silence Plaintiff Amrhein due to surgery;
2. Plaintiff's "Original Petition" claimed Discovery, Request for Disclosures, Request For Admissions not done by Defendant David Schroeder & not enforced by Attorney Bollinger according to Rules of Civil Procedure is not simple mistake;
3. Attorney Bollinger knew Plaintiff Amrhein was going to be hospitalized on May 15, 2017 for surgical back procedure, so this was perfect time to quit & kill this lawsuit without representation, no hearing, no ability to complain or do anything about it, so the deal was done & Defendant Schroeder was relieved of all accountability & liability & Attorney Bollinger wants payment by Court Order;
4. Unethical Attorney Bollinger & Wormington & Bollinger Law Firm along with Defendant David Schroeder got it wrong as Plaintiff Amrhein files : Plaintiff's Objections to Motion For Withdrawal of Counsel for "Good Cause" Reasons & Request for Fiat Hearing Form; Plaintiff's Motion For Continuance & "Good Cause" Reasons; Request For Jury Trial With Paid Fee; Plaintiff's First Amended Pleadings, Stated Claims With Supported Laws & General Denial Of Defendant David Schroeder's Filed False Claims In His Answer To This Lawsuit, prepared within two weekend days, which is more work than Attorney Bollinger did in **One Year**, which is basis for mess, poor conditions of this case, damages & subject to action, complaints, objections & denied award for any fees against laws, rules & equity;
5. Plaintiff Amrhein is filing all court documents on the way to hospital, before surgery, so "they did not silence this case or Plaintiff, but added to their own problems, because the Judge & Court is aware of breaches, unethical conduct & "Fraud Upon the Court," etc. with unfairness, manipulation, Obstruction of Justice in an effort to victimize again & more damages to Plaintiff by frauds, scam & injustices !

19.

XV.

PRAYER

WHEREFORE, Plaintiff prays that Defendant be cited to appear and answer, and on final trial, the Court render a Judgment or by jury in favor of Plaintiff, consisting of:

- a. Damages, actual, special, and otherwise;
- b. Punitive and / or exemplary damages;
- c. Costs of court *at court expenses, OK*
- d. Both pre-judgment and post judgment interest at maximum legal rate;
- e. For such other and further relief both general and special, at law and in equity, to which Plaintiff may be justly entitled as recommended by jury verdict or judge.

Respectfully submitted,

Darlene C. Amrhein

Darlene C. Amrhein, Plaintiff

** Settlement Offer
sent to Defendant
David Schroeder.*

VERIFICATION / AFFIDAVIT

CASE NO. 01-SC-16-00165

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned Plaintiff, Darlene C. Amrhein, who swore in her capacity & individually on her sworn oath, deposed and said she prepared and signed Plaintiff's Amended Pleadings & General Denial To Defendant Schroeder's Answer In Lawsuit.

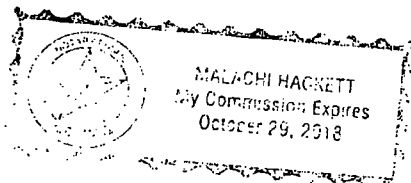
This information as referenced and stated within is true and correct and of Darlene C. Amrhein's own personal knowledge to the best of her ability & documented as true & correct. This state and or federal filing is for the purpose of "due process," fairness, Justice under State and Federal Laws & presented in the applicable Court attached as sited for consideration of this Court filing.



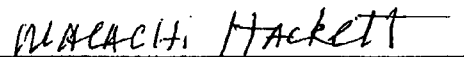
Darlene C. Amrhein, Plaintiff

SUBSCRIBED AND SWORN TO ME, BEFORE ME: ON MAY 13, 2017 to
Certify which witness my hand and official seal.

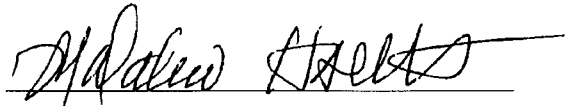
SEAL:



Commission Expires 10-29-2018



Notary Public of Texas (Printed Name)



Notary Public of Texas (Signature)

February 15, 2016

Certified # 7015 1520 0000 2667 0888

Darlene C. Amrhein
112 Winsley Circle
McKinney, TX. 75071

David Allen Schroeder
c/o ABC Imaging
2001 Bryan Street Suite # 150
Dallas, TX. 75201

Alternative Mailing Addresses:

David A. Schroeder
11601 Largo Vista W. Apt. 1128
Portofino Apartments at Las Colinas
Dallas, TX. 75234-6818 (Farmers Branch)

David A. Schroeder
P.O. Box 803093
Dallas, TX. 75380

Mr. David Allen Schroeder,

You have 10 days from date of this letter to return or pay for my belongings and all the back rent from November 1, 2014 until March 10, 2015 that is past due and owed to me.

Enclosed you will find a detailed demand for the cost, expenses, injuries and loss that you caused me from November 1, 2014 until March 10, 2015 by your deceptive acts.

If you decide to file a third false Police Report in Farmers Branch or anywhere else it will be additional reasons to file this lawsuit against you for all your illegal acts.

If you decide to ignore this letter I will be filing in the Justice of the Peace Small Claims Court in Collin County, Texas, which will cost you additional money for this suit on February 26, 2016. This is my last demand letter to you David Schroeder.

You will be paying for all court costs, all subpoenas, my attorneys fees & any other additional filing fees to bring this all to resolution as I have been more than patient with several attempts that you have just ignored. With false police reporting.

I would hope that you would spare yourself further expense for these frauds committed.

Looking forward to working with you to resolve these issues in an adult manner.

My demands are as follows & listed in detail as attached here within:

Exhibit A

DARLENE AMRHEIN PROPERTY ITEMS TAKEN BY DAVID SCHROEDER

RAY BAN SUNGLASSES - \$140.00

SILVER CROSS AND CHAIN - \$60.00

GO BIBLE & QUILTED CASE - \$60.00

ST. JUDE MEDAL - \$40.00

SCHROEDER GRANDCHILDREN'S CHRISTMAS PRESENTS - \$ 100.00

(Star Light, Purse, Race Car & Track Set.)

ALL MY PICTURES – PERSONAL VALUE *\$500.00*

ANDREA BOCELLI CONCERT 1 TICKET - \$90.00 (Each)

PARKING & WINE BILL AT CONCERT - \$40.00

TWO TIES (PINK & GREEN) - \$60.00

TWO SHIRTS (PINK & GREEN) - \$ 80.00

LARGE SWEAT SUIT - \$30.00

BROWN JACKET RUINED WITH COFFEE STAINS - \$ 28.00

CERTIFIED DEMAND LETTERS & POSTAGE - \$40.00

NICODERM FOR SMOKING - \$28.00

MOVIE & DINNER - \$ 42.00

CHILI LUNCH - \$20.00

WINE BILL (NOV. 1, 2014 – March 9, 2015) - \$600.00

PICTURE FRAME - \$10.00

BLUE LUNCH BAG - \$20.00

BLUE THERMOS - \$25.00

FOOD, UTILITIES, LAUNDRY, RENT, MEALS, SNACKS - \$200.00 PER MONTH

TOTAL RENT - \$800.00

TOTAL = \$ 2,313.00 +MY PICTURES -PLUS
COURT COSTS & SERVICE FEES \$

GRAND TOTAL \$ *2,813.00 plus costs*

Darlene C. Amrhein vs. David Allen Schroeder

Exhibit A

- Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
 - Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David H. Schroeder
P.O. Box 803093
Dallas, TX 75380

☒ B. Received by (Printed Name) ☒ C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7012 0470 0000 6638 3153

PS Form 3811, July 2013

Domestic Return Receipt

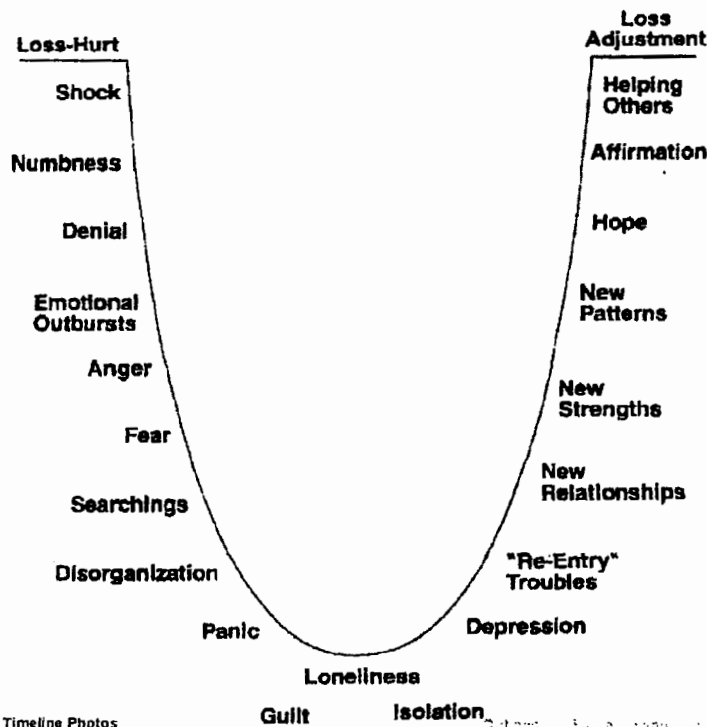
c years
is Mail® or Priority Mail®.
In Certified Mail. For
isted to provide proof of
date and attach a Return
die postage to cover the
receive a fee waiver for
Certified Mail receipt is
to the addressee or
rk the mailpiece with the
please present the arti-
rk on the Certified Mail
tag and mail.
making an inquiry.

10 hrs
Indalee.

STAGES OF GRIEF



STAGES OF GRIEF



Timeline Photos

down4u.com

The Writer's Circle
July 2

Basic grief cycle illustration, I found this to be very helpful

10 hrs

Like Deborah and I like the 5 stages but I don't like this.

10 hrs

Beverly Rutland These describe many of the symptoms of grief but should not be thought to be a predictable cycle or like this arc... since each persons grief is as individual as the person some of these may be skipped, experienced simultaneously or revisited many time...

10 hrs

Like Ruth 10 hrs July 2 at 2:56pm Edited

10 hrs

Helen Simon There's no true recovery over a true grief. These are just momentary emotions at any time of the process, but the overwhelming grief, sorrow, and forever missing someone does not go away, nor it should it.

10 hrs July 2 at 2:38pm Edited

10 hrs

Shirley Ann Allard Ross Thank you for this, grief is different for each person, I lost my husband of 27 years, and my 38 year old son a year ago, they died within 2 months of each other, grief changes your life, it never goes away, when my husband died I buried a part of myself, people know that.

10 hrs July 3 at 7:35am

Write a comment

Love Sex Intelligence with Jane Anderson and others
Amazing? Yes I think so I'm such a fan of Betsy Anderson's work.

Write a comment

Hali Sunshine Smith-Milson
11 hrs

Elizabeth A

Filing reviewed on 5/11/2017 by JoAnn Harrison

CAUSE NO. 01-SC-16-00165

DARLENE AMRHEIN

vs.

DAVID SCHROEDER

§
§
§
§
§
§

IN JUSTICE OF THE PEACE

PRECINCT 1

COLLIN COUNTY, TEXAS

ORDER ON MOTION TO WITHDRAW

On this day came on to be heard the Motion of Wormington & Bollinger and Lennie F. Bollinger to Withdraw as Counsel for Plaintiff, and the Court having considered said Motion and having reviewed the pleadings on file, is of the opinion that the Motion is well taken and should be granted.

It is accordingly, ORDERED, ADJUDGED AND DECREED that Wormington & Bollinger and Lennie F. Bollinger are permitted to withdraw as attorneys of record for Plaintiff.

Signed this 12 day of May, 2017.


JUDGE PRESIDING

Exhibit B

CERTIFICATE OF SERVICE

This will certify on this 15th of May, 2017 that a true & correct copy of the foregoing was forwarded to opposing parties & Honorable Judge & said Court as follows:

IN PERSON

Justice of Peace Court, Precinct 1
Judge Paul Raleeh, Suite 1164
Collin County Administration Bldg.
2300 Bloomdale Road
McKinney, Texas 75071

VIA MAIL-CERTIFIED # 7016 1370 0001 6790 2318 – Cancelled & Removed

Wormington & Bollinger and
Attorney Lennie F. Bollinger, JD
212 East Virginia Street
McKinney, Texas 75069

VIA MAIL- CERTIFIED # 7016 1370 0001 6790 2325

David A. Schroeder
P.O. Box 80393
Dallas, Texas 75380

Respectfully submitted,

A handwritten signature in cursive script, reading "Darlene C. Amrhein". The signature is written in dark ink and is positioned above a horizontal line.

Darlene Amrhein, Plaintiff

22.

EXHIBIT A-8

Original

CAUSE NO. 01-SC-16-00165

DARLENE C. AMRHEIN

IN JUSTICE OF THE PEACE

vs.

PRECINCT 1

DAVID A. SCHROEDER

COLLIN COUNTY, TEXAS

PLAINTIFF'S SUPPLEMENT TO FIRST AMENDED PLEADINGS

COMES NOW, Plaintiff Darlene C. Amrhein to file Plaintiff's Supplement To First Amended Pleadings for the following issues & "good cause" reasons as listed below:

I. BASIC INFORMATION

This lawsuit was filed on or about May 9, 2016 after last demand letter was sent certified to Defendant David A. Schroeder on or about February 15, 2016 to all known addresses. Plaintiff Amrhein filed for a Jury Trial & Amended Pleadings on or about May 15, 2017. Jury Trial is set for July 31, 2017 at 10:00 AM at this above McKinney Court;

II. FULL SECURITY

Plaintiff Amrhein is contacting McKinney Police Department for Security from court-house parking lot to Courtroom during July 31, 2017 day & all days following in this lawsuit to prevent any injuries by Defendant Schroeder & any of his representatives. Plaintiff believes "Full Security" is required while in courtroom for safety of everyone in attendance during time for "Good Cause" reasons, misrepresentation & his criminal past;

III. PROTECTIVE ORDER & OR RESTRAINING ORDER

- 1) Plaintiff is asking this Court for a "Protective Order" for Plaintiff Darlene C. Amrhein against Defendant David Allen Schroeder from any contact in person, by telephone, by e-mail, by social media & or trespass of the property of 112 Winsley Circle & reputation;
- 2) In Texas protective orders based on violence & based on sexual assault or abuse, stalking, or trafficking. Protective order is a legal order issued by state court, which

FILED

requires one person to stop harming another; (Plaintiff is fearful of Defendant & temper.)

3) After court hearing, a judge can grant a **Restraining Order** that can last up to five years. This **order** designed to keep your abuser from threatening, harassing, or abusing;

4) Plaintiff Amrhein has attached the Protective Order Application for the July 31, 2017 hearing date, unless it is to be scheduled at another time for separate costs & testimony.

5) Plaintiff Amrhein witnessed Defendant Schroeder's temper several times & fearful;

IV. CRIMINAL CHARGES

Plaintiff Amrhein is asking for "Criminal Charges" considered in this lawsuit against Defendant David Allen Schroeder for frauds, property damages & threats, etc. against Plaintiff Amrhein & her property or for any other applicable Texas laws & protection;

V. SUPPLEMENTS TO AMENDED PLEADINGS

Supplements to Plaintiff's Amended Pleadings filed on or about May 15, 2017 are Criminal Conversion, Felony Theft Conversion, Conversion Tort, Theft by Deception, State Jail Felony, Theft of Service, Violations of Penal Code Chapter 31, Frauds, Civil Wrongs, Criminal Offenses, Negligent Misrepresentations, Theft of Service, Various Damages, Standard of Proof, Theft, Frauds, Theft By Pretext, Deceptions, Torts Against An Elderly Person, "Bad Faith" Intent & all other applicable laws associated to lawsuit, Defendant's conduct, words & temper. Defendant Schroeder engaged in the following :

1. To cheat or defraud of money & property using manipulation, intimidation & anger;
2. To obtain by fraudulent means: *swindled money & property from Plaintiff Amrhein*;
3. To practice frauds as a means of obtaining money or property;
4. To Act to swindling Plaintiff Amrhein for money, etc. by confidence trick/ con game;

VI. CONVERSIONS, THEFT & TORTS

1) **Criminal Conversion**. A person who knowingly or intentionally exerts unauthorized control over property of another person commits criminal conversion, which is what Defendant David Allen Schroeder engaged in against Plaintiff Darlene C. Amrhein for more than two years, from October, 2014 through to July 31, 2017 until final Orders, which is approximately 1015 days to July 31, 2017 plus until final Orders & settlement;

2) **Felony Theft by Conversion**- Theft by conversion occurs when a person lawfully obtains possession to the personal property or funds of another, and then converts the

2.

property into funds for their own use and without the person's permission in this case;

3) **Conversion is Common Law Tort** is a voluntary act by one person inconsistent with ownership rights of another. It is a tort of strict liability in this lawsuit;

4) **Theft by Deception** can include probation up to a year or 2 in jail. The range of punishment for **felony theft by deception** can be probation to 20 years or more in prison;

5) **Four Elements of Conversion:**

a) that plaintiff **owns or has the right to possess the personal property** in question at the time of the interference;

b) that defendant **intentionally interfered with** the plaintiff's personal property (sometimes also described as exercising "dominion and control" over it);

c) that the interference **deprived plaintiff of possession or use** of the personal property in question; and

d) that the interference **caused damages** to plaintiff;

e) A conversion is proved in one of three ways:

- by tortuous taking;
- by any use or appropriation of the use of the person in possession, indicating a claim of right in opposition to rights of the owner; or
- refusal to give up possession to the owner on demand as Defendant Schroeder did; *Litzinger v. Estate of Litzinger (In re Litzinger)*, 340 B.R. 897 (B.A.P. 8th Cir. 2006)

6) **Acts done knowingly**, neither negligence, active or passive, nor a breach of contract, though it results in injury, or loss of, specific property, constitutes conversion;

7) **Mistake, Good Faith, Due Care** are ordinarily immaterial & cannot be defenses in an action for conversion. *Taylor v. Forte Hotels Int'l*, 235 Cal.App. 3d 1119 (Cal. App. 4th Dist. 1991);

8) **This is important** for defendant, if you knowingly take possession, that constitutes the tort even if you were wrong, it does not matter if you were negligent or if you felt you had a valid right to the property. It is not required to prove you wished to do wrong only

that you intentionally took possession & actually had no right to do so as Defendant did;

9) **Wrongful Conversion** applies only to personal property. Personal property consists of every kind of property that is not real. Thus, an action for conversion generally lies only with respect to personal property subject to conversion. *Waldron v. Rotzler*, 862 F. Supp. 763 (N.D.N.Y. 1994).

10) **Thefts Committed :**

- a) "Class A" misdemeanor: \$500 or more, but less than \$1,500;
- b) **State Jail Felony: \$1,500 or more, but less than \$20,000;**

11) **Theft of Services** is legal term for a crime which is committed when a person obtains valuable services — as opposed to goods — by **deception**, force, threat or other unlawful means, without lawfully compensating the provider for these services as Defendant did;

(a) A person commits theft of service if, with intent to avoid payment for service that the actor knows is provided only for compensation:

(1) the actor intentionally or knowingly secures performance of the service by deception, threat, or false token;

(2) having control over the disposition of services of another to which the actor is not entitled, the actor intentionally or knowingly diverts the other's services to the actor's own benefit or to the benefit of another not entitled to the services;

(3) having control of personal property under a written rental agreement, the actor holds the property beyond the expiration of the rental period without the effective consent of owner of property, thereby depriving owner of property of its use in further rentals; or

(4) the actor intentionally or knowingly secures performance of the service by agreeing to provide compensation and, after the service is rendered, fails to make full payment after receiving notice demanding payment;

(b) For purposes of this section, intent to avoid payment is presumed if:

(1) the actor absconded without paying for the service or expressly refused to pay for the service in circumstances where payment is ordinarily made immediately upon rendering of the service, as in hotels, campgrounds, recreational vehicle parks, restaurants, and comparable establishments;

(2) the actor failed to make payment under a service agreement within 10 days after receiving notice demanding payment;

(3) the actor returns property held under a rental agreement after the expiration of the rental agreement and fails to pay the applicable rental charge for the property within 10 days after the date on which the actor received notice demanding payment; or

(4) the actor failed to return the property held under a rental agreement:

(A) within five days after receiving notice demanding return, if the property is valued at less than \$2,500; or

(B) within three days after receiving notice demanding return, if the property is valued at \$2,500 or more;

(c) For purposes of Subsections (a)(4), (b)(2), and (b)(4), notice shall be notice in writing, sent by registered or certified mail with return receipt requested or by telegram with report of delivery requested, and addressed to the actor at his address shown on the rental agreement or service agreement;

(d) If written notice is given in accordance with Subsection (c), it is presumed that the notice was received no later than five days after it was sent;

(d-1) For purposes of Subsection (a)(4):

(1) if the compensation is or was to be paid on a periodic basis, the intent to avoid payment for a service may be formed at any time during or before a pay period; and

(2) the partial payment of wages alone is not sufficient evidence to negate the actor's intent to avoid payment for a service;

(e) An offense under this section is:

(1) Class C misdemeanor if the value of the service stolen is less than \$100;

(2) Class B misdemeanor if value of service stolen is \$100 or more but less than \$750;

(3) Class A misdemeanor if value of service stolen is \$750 or more but less than \$2,500;

(4) **State Jail Felony** if the value of service stolen is \$2,500 or more but less than \$30,000; (This applies in this lawsuit to Defendant David Allen Schroeder.);

5.

(5) a felony of the third degree if the value of the service stolen is \$30,000 or more but less than \$150,000;

(6) a felony of the second degree if the value of the service stolen is \$150,000 or more but less than \$300,000; or

(7) a felony of the first degree if the value of the service stolen is \$300,000 or more;

Defendant David Schroeder intended to claim a portion of Plaintiff's home as residence of six months. Just short by weeks damaged property in retaliation as informed to leave. Property notarized statement to calm Defendant with "no ownership or signature" or any acceptance per Police, so void on its face, invalid & irrelevant with no value out of fears;

VII. PENAL CODE CHAPTER 31 - THEFT

§ 31.01. DEFINITIONS. In this chapter:

(1) "**Deception**" means:

(A) creating or confirming by words or conduct a false impression of law or fact that is likely to affect the judgment of another in the transaction, and that the actor does not believe to be true as Defendant Schroeder did that is probable cause for this lawsuit;

(B) failing to correct a false impression of law or fact that is likely to affect the judgment of another in the transaction, that the actor previously created or confirmed by words or conduct, and the actor does not now believe to be true as Defendant did for this lawsuit;

(C) preventing another from acquiring information likely to affect his / her judgment in transaction as Defendant Schroeder did refusing Plaintiff to make informed decisions;

(D) selling or otherwise transferring or encumbering property without disclosing security interest, adverse claim, or other legal impediment to the enjoyment of property, whether security interest, claim, or impediment is or is not valid, or is or is not matter of official record; or

(E) promising performance that is likely to affect judgment of another in transaction and that actor does not intend to perform or knows will not be performed, except that failure to perform the promise in issue with other evidence of intent or knowledge as Defendant;

(2) "**Deprive**" means:

(A) to withhold property from owner permanently or for extended a period of time that major portion of value or enjoyment of property lost to owner; (Plaintiff lost 1015 days);

- (B) to restore property only upon payment of reward or other compensation; or
- (C) to dispose of property in manner that makes recovery of property by owner unlikely;
- (3) "**Effective consent**" includes consent by a person legally authorized to act for the owner. Consent is not effective if:
 - (A) induced by deception or coercion;
 - (B) given by a person the actor knows is not legally authorized to act for the owner;
 - (C) given by a person who by reason of youth, mental disease or defect, or intoxication is known by the actor to be unable to make reasonable property dispositions;
 - (D) given solely to detect the commission of an offense; or
 - (E) given by a person who by reason of advanced age is known by the actor to have a diminished capacity to make informed & rational decisions about reasonable disposition of property;
- (4) "**Appropriate**" means:
 - (A) to bring about a transfer or purported transfer of title to or other nonpossessory interest in property, whether to the actor or another; or
 - (B) to acquire or otherwise exercise control over property other than real property;
- (5) "**Property**" means:
 - (A) real property;
 - (B) tangible or intangible personal property including anything severed from land; or
 - (C) a document, including money, that represents or embodies anything of value.
- (6) "**Services**" includes:
 - (A) labor and professional service;
 - (B) telecommunication, public utility, or transportation service;
 - (C) lodging, restaurant service, and entertainment; and

(D) the supply of a motor vehicle or other property for use.

(7) "**Steal**" means to acquire property or service by theft;

(8) & (9) Not Applicable in this lawsuit;

(10) "**Elderly individual**" has meaning by Abuse Protection against con artist, swindlers, fraudsters, financial scams of the elderly 65 years or older to take advantage of them; Acts 1973, 63rd Leg., p. 883, ch. 399, § 1, eff. Jan. 1, 1974. Amended by Acts 1975, 64th Leg., p. 914, ch. 342, § 9, eff. Sept. 1, 1975; Acts 1985, 69th Leg., ch. 901, § 2, eff. Sept. 1, 1985; Acts 1993, 73rd Leg., ch. 900, § 1.01, eff. Sept. 1, 1994; Acts 1997, 75th Leg., ch. 165, § 30.237, eff. Sept. 1, 1997; Acts 2003, 78th Leg., ch. 432, § 1, eff. Sept. 1, 2003.

Defendant David Schroeder acted by his conduct & words to fraudulently take advantage of Plaintiff Amrhein knowing her senior age & financial condition, then intent retaliation causing damages against Plaintiff Amrhein property & personal property by con & scam;

§ 31.02. CONSOLIDATION OF THEFT OFFENSES. Theft as defined in Section 31.03 constitutes a single offense superseding separate offenses previously known as theft, theft by false pretext, conversion by a bailee, theft from the person, shoplifting, acquisition of property by threat, swindling, con, embezzlement, extortion, receiving or concealing embezzled property & receiving or concealing stolen property. Acts 1973, 63rd Leg., p. 883, ch. 399, § 1, eff. Jan. 1, 1974. Amended by Acts 1993, 73rd Leg., ch. 900, § 1.01, eff. Sept. 1994. **Defendant Schroeder admitted to having Plaintiff's property;**

§ 31.03. THEFT. (a) A person commits an offense if he unlawfully appropriates property with intent to deprive the owner of property;

(b) Appropriation of property is unlawful if:

(1) it is without the owner's effective consent;

(2) property is stolen & actor appropriates property knowing it was stolen; or

(3) property in the custody of any law enforcement agency was explicitly represented by any law enforcement agent to the actor as being stolen and the actor appropriates the property believing it was stolen by another.

(c) For purposes of Subsection (b):

(1) evidence that actor has previously participated in recent transactions other than, but similar to, that which prosecution is based is admissible for purpose of knowledge or intent & issues of knowledge or intent are raised by actor's plea of not guilty;

(2) the testimony of an accomplice shall be corroborated by proof that tends to connect actor to the crime, but actor's knowledge or intent may be established by uncorroborated testimony of accomplice;(Used property, no payments, abuses, temper, damages & loss.)

(3) an actor engaged in the business of buying and selling used or secondhand personal property, or lending money on the security of personal property deposited with the actor, is presumed to know upon receipt by the actor of stolen property vehicle subject to that the property has been previously stolen from another if actor pays against property \$25 or more (or consideration of equivalent value) & actor is knowingly or recklessly:

Defendant David Schroeder acted by theft & frauds by his words & conduct created Tort of deceit, frauds, fears, theft of property & of service, to damages to Plaintiff Amrhein;

VIII. THEFT OF SERVICE

§ 31.04. THEFT OF SERVICE:

(a) A person commits theft of service if, with intent to avoid payment for service that he knows is provided only for compensation;(Defendant can't live 5 months for nothing.);

(1) he intentionally or knowingly secures performance of service by deception, threat, or false token; (Defendant's intent to excuse, manipulate & control by temper or shaming.);

(2) having control over disposition of services of another to which he is not entitled, he intentionally or knowingly diverts other's services to his own benefit or benefit of another not entitled to them;(Def. used utilities, food, lodging, services, no payments & destroy.);

(3) having control of personal property under agreement, he holds property beyond expiration of period without effective consent of owner of property, thereby depriving owner of property of its use in further agreements; (Defendant retaliated 1015 days plus.);

(4) he intentionally or knowingly secures performance of services by agreeing to provide compensation and, after the service is rendered, fails to make payment after receiving notice demanding payment; (Defendant intentionally retaliated for more than 1015 days.)

(b) **Intent** - For purposes of this section, intent to avoid payment is presumed if:

(1) actor absconded without paying for service or expressly refused to pay for service in circumstances as payment is ordinarily made immediately upon rendering of service as in hotels, campgrounds, recreational vehicle parks, restaurants, & comparable establishment including homes & rental properties; (Used, not paid 5 months, damages, thefts, destroy.)

(2) the actor failed to make payment under a service agreement within 10 days after receiving notice demanding payment;

(3) the actor returns property held under a rental agreement after the expiration of the rental agreement and fails to pay the applicable rental charge for the property within 10 days after the date on which the actor received notice demanding payment; or

(4) the actor failed to return the property held under a rental agreement:

(A) within five days after receiving notice demanding return, if the property is valued at less than \$1,500; or

(B) within three days after receiving notice demanding return, if the property is valued at \$1,500 or more.

(c) For purposes of Subsections (a)(4), (b)(2), and (b)(4), notice shall be notice in writing, sent by registered or certified mail with return receipt requested or by telegram with report of delivery requested, and addressed to the actor at his address shown on the rental agreement or service agreement;

(d) If written notice is given in accordance with Subsection

(c) it is presumed that the notice was received no later than five days after it was sent;

(e) An offense under this section is:

(1) Class C misdemeanor if the value of the service stolen is less than \$20;

(2) Class B misdemeanor if value of the service stolen is \$20 or more but less than \$500;

(3) Class A misdemeanor if value of service stolen is \$500 or more but less than \$1,500;

(4) ** State jail felony if value of service stolen is \$1,500 or more but less than \$20,000;

Plaintiff services alone were over approximately 5 months of cooking, cleaning, laundry messages, entertainment, medical care, paid charges for lunches, dinners, movies, etc.

IX. THEFT AND VALUE OF PROPERTY AND SERVICE

§ 31.08. VALUE. (a) Subject to the additional criteria of Subsections (b) and (c), value under this chapter is:

(1) Fair market value of the property or service at the time and place of the offense; or

(2) If fair market value of the property cannot be ascertained, the cost of replacing the property within a reasonable time after the theft.

(b) Value of documents, other than those having a readily ascertainable market value, is:

/D.

(1) Amount due and collectible at maturity less that part which has been satisfied, if the document constitutes evidence of a debt; or

(2) Greatest amount of economic loss that the owner might reasonably suffer by virtue of loss of the document, if the document is other than evidence of a debt;

(c) If property or service has value that cannot be reasonably ascertained by criteria set forth in Subsections (a) and (b), property or service is deemed to have a value of \$500 or more but less than \$1,500;

(d) If actor proves by a preponderance of the evidence that he gave consideration for or had a legal interest in the property or service stolen, the amount of the consideration or value of interest so proven shall be deducted from value of the property or service ascertained under Subsection (a), (b), or (c) to determine value for purposes of chapter; Acts 1973, 63rd Leg., p. 883, ch. 399, § 1, eff. Jan. 1, 1974. Amended by Acts 1983, 68th Leg., p. 2920, ch. 497, § 5, eff. Sept. 1, 1983; Acts 1993, 73rd Leg., ch. 900, § 1.01, eff. Sept. 1, 1994.

§ 31.09. AGGREGATION OF AMOUNTS INVOLVED IN THEFT.

When amounts are obtained in violation of this chapter pursuant to one scheme or continuing course of conduct, whether from same or several sources, the conduct may be considered as one offense & amounts aggregated in determining grade of the offense. Acts 1973, 63rd Leg., p. 883, ch. 399, § 1, eff. 1974. Amended by Acts 1993, 73rd Leg., ch. 900, § 1.01, eff. Sept. 1994.

§ 31.10. ACTOR'S INTEREST IN PROPERTY. It is no defense to prosecution under this chapter that actor has an interest in property or service stolen if another person has right of exclusive possession of the property. Acts 1973, 63rd Leg., p. 883, ch. 399, § 1, eff. Jan. 1, 1974. Amended by Acts 1993, 73rd Leg., ch. 900, § 1.01, eff. Sept. 1, 1994;

X. FRAUDS

1) **Fraud** - In law, fraud is deliberate deception to secure unfair or unlawful gain, or to deprive a victim of a legal right. Fraud itself can be a civil wrong (i.e., a fraud victim may sue the fraud perpetrator to avoid the fraud or recover monetary compensation), a criminal wrong (i.e., a fraud perpetrator may be prosecuted and imprisoned by governmental authorities) or it may cause no loss of money, property or legal right but still be an element of another civil or criminal wrong. Purpose of fraud may be monetary gain or other benefits, obtaining a driver's license or qualifying by false statements;

2) **Hoax** is a distinct concept that involves deliberate deception without intention of gain or materially damaging or depriving a victim, so this lawsuit is not based on Def. hoax;

3) **Civil Wrong** - In common law jurisdictions, as a civil wrong, fraud is a tort. Requisite

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elements of fraud as a tort generally are intentional misrepresentation or concealment of an important fact upon which the victim is meant to rely, and in fact does rely, to the harm of victim; Defendant withheld relevant information to prevent informed decision;

4) **Proving Fraud** each and every one of the elements of fraud must be proven, that the elements include proving states of mind of perpetrator & victim;

5) **Remedies for Fraud** may include rescission (i.e., reversal) of a fraudulently obtained agreement or transaction, recovery of a monetary award to compensate for harm caused, punitive damages to punish or deter misconduct & possibly to others. Fraud may serve as a basis for a court to invoke its equitable jurisdiction;

6) **Criminal Offence** - Common law, criminal offence, fraud takes many different forms some general (e.g., theft by false pretense) & some specific to particular categories of victims or misconduct. The elements of fraud requisite elements of perhaps most general form of criminal fraud, theft by false pretense, are intentional deception of a victim by false representation or pretense with intent of persuading victim to part with property and with victim parting with property in reliance on representation or pretense & with Defendant perpetrator intending to keep property from Plaintiff victim;

Defendant David Schroeder acted by various frauds, civil & criminal offenses & by his conduct created a Tort of deceit causing damages against Plaintiff Amrhein & fears.

XI. NEGLIGENT MISREPRESENTATIONS

1) **Negligent Misrepresentations** at common law occurs when defendant carelessly makes a representation while having no reasonable basis to believe it to be true;

A careless or inadvertent false statement in circumstances where care should have been taken;

2) **Misrepresentation** in English contract law and English **tort** law refers to a situation where a person is induced to enter into a contract entirely or partly by a false assertion (of fact, not opinion or intention) made by other contracting party. **Tort** law deals with civil wrongs and remedies.

3) **Intentional Misrepresentation**: A statement made by the defendant, with the intent to deceive, that is known to be false or made recklessly and without regard to whether it

is true or not;

4) **Civil Fraud** has a broad scope and generally means fraudulent misrepresentation, which is a claim under **Misrepresentation Act 1967**, or the common law tort of deceit;

5) **Misrepresentation** made with express intention of defrauding someone, which causes injury to that person;

In order for a statement to be deceit, it must be untrue, made with knowledge of its falsity or made in reckless disregard of the truth;

Misrepresentation must be such that it causes harm to another individual;

Defendant David Schroeder acted by various misrepresentations & by his conduct & words created a Tort of deceit causing damages against Plaintiff Amrhein.

XII. NEGLIGENCE

Conduct falls below standards of behavior established by law for protection of others against unreasonable risk of harm. A person acted negligently if he or she has departed from conduct expected of reasonably prudent person acting under similar circumstances.

In order to establish negligence as a **Cause of Action under the law of TORTS**, a plaintiff must prove that the defendant had a duty to the plaintiff, the defendant breached that duty by failing to conform to required standard of conduct, defendant's negligent conduct was cause of the harm to plaintiff, and plaintiff was, in fact, harmed or damaged. Defendant David Schroeder acted with negligence etc. & by his conduct created a Tort & damages against Plaintiff Amrhein for approximately 5 months of living expenses & services, while conversion of property, retaliation & refusal to return Plaintiff's property;

XIII. STANDARDS OF PROOF & CONTRACTS

Standards of Proof : Some evidence, reasonable indications, reasonable suspicion, reasonable to believe, Probable cause, credible evidence, substantial evidence, Preponderance of evidence, balance of probabilities, clear & convincing evidence, more probable to be true, beyond reasonable doubt, experts information & fears;

1) **Contracts & Lived Off Plaintiff Approximately 5 Months With No Money Paid:** Written or oral declaration given in exchange for something of value binds maker to do, or forbear from, a certain specific act and gives to the person to whom declaration is made right to expect & enforce performance or forbearance. An undertaking that something will or will not occur. It is a manifestation of intent to act, or refrain from acting, in a certain manner. This is consideration after offer of acceptance & something of value;

2) **Oral contracts** are still contracts A contract does not need to be in writing to be enforceable under the law. If you promise to buy something and someone else promises to sell it to you, you may have just made a contract. Your promise is the same as signing your name to a contract. (Plaintiff's last demand letter February 15, 2016 & no response.)

3) **A contract is a promise** or set of **promises** for the breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty. Any words or conduct by one or both parties that communicate a legally **enforceable promise** will constitute contract. (Plaintiff went to experts for help trying to handle this.)

4) A **promise implied in fact is a tacit promise** that can be inferred from expressions or act of the promisor. A promise implied by law can arise when no express declaration is made but party, in **Equity** & justice, is under legal duty as if had actually made promise.

XIV. VARIOUS DAMAGES, CLAIMS TO SETTLE & THREATS

1) **Damages** to 112 Winsley Circle McKinney, Texas Property & Plaintiff Amrhein's personal property conversion, various property damages, multiple services, food, etc.

2) **Damages in contracts cases** can be paid in two ways. They can be paid as monetary damages or they can be paid as equitable remedies. **Monetary damages** is money that is meant to put plaintiff in position he would have been in had the defendant not breached the contract. **Equitable remedies** are remedies that the court orders in the name of fairness Typically, before awarding equitable remedies court will look to see if there is fairness & substantial equivalence in value in bargain before granting equitable relief.

3) **This Lawsuit is for \$9,775.00** for Damages, Punitive Damages, Special Damages, Economic Losses, Conversion of Property, Theft of Property, Theft of Service, etc.

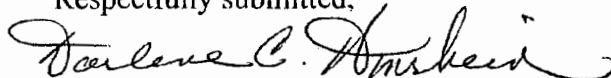
4) It is an offense to **threaten** to (1) use deadly weapon on another person;(2) injure another's person or property; or (3) injure reputation false police report as Defendant did;

5) A threat is an assault for which offender might be **subject** to civil or criminal liability.

6) Hide Ex-Con jailed for repeat offenses & other female victims scams / cons for money and Defendant Schroeder's benefits over the years prior to Plaintiff Amrhein as hidden;

7) Plaintiff can recover damages, intentional infliction of severe mental or emotional Suffering, fear, threats, losses, unlawful communications & litigation stress for relief.

Respectfully submitted,



Darlene C. Amrhein, Plaintiff

VERIFICATION / AFFIDAVIT

CASE NO. 01-SC-16-00165

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned Plaintiff, Darlene C. Amrhein, who swore in her capacity & individually on her sworn oath, deposed and said she prepared and signed Plaintiff's Supplement To First Amended Pleadings.

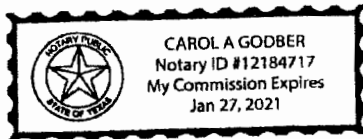
This information as referenced and stated within is true and correct and of Darlene C. Amrhein's own personal knowledge to the best of her ability & documented. This state and or federal filing is for the purpose of "due process," fairness, Justice under State and Federal Laws & presented in applicable Court attached as sited for consideration of this Court filing.

Darlene C. Amrhein

Darlene C. Amrhein, Plaintiff

SUBSCRIBED AND SWORN TO ME, BEFORE ME: ON June 26, 2017 to
Certify which witness my hand and official seal.

SEAL:



Carol A. Godber

Notary Public of Texas (Printed Name)

Carol A. Godber

Notary Public of Texas (Signature)

Commission Expires Jan 27, 2021

CERTIFICATE OF SERVICE

A true and correct copy of Plaintiff's Supplement To First Amended Pleadings
has been sent certified mail through United States Post Office on or about June 26, 2017
to the following:

Collin County Administration Building

Certified # 7015 1520 0000 2667 0970

Justice of the Peace Court Precinct # 1

Judge Paul Raleeh & Court Clerks Office

2300 Bloomdale Road, Suite # 1164

McKinney, TX. 75071

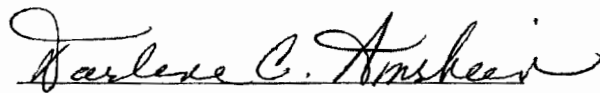
David Allen Schroeder – Defendant

Certified # 7015 1520 0000 2667 0987

P.O. Box 803093

Dallas, TX. 75380

Respectfully submitted,



Darlene C. Amrhein, Plaintiff

IN THE Justice of Peace #1 COURT
Collin County COUNTY, TEXAS

Protective Order

Cause No. 01-SC-16-00165

Judge: Paul Roberts

Applicant/Petitioner

DARLENE C. AMMEIN
First Middle Last

Applicant/Petitioner Identifiers

Date of Birth of Applicant: 7-18-1946

And/or on behalf of minor family member(s): (list name and DOB):

Other Protected Persons/DOB:

VS.

Respondent

DAVID ALLEN SCHROEDER
First Middle Last

Relationship to Petitioner: Renter &
Defendant in lawsuit
Respondent's Address

P.O. Box 803093
Dallas, TX 75380

Respondent Identifiers

SEX <u>M</u>	RACE <u>W</u>	DOB <u>7-5-1946</u>	HT <u>5'10</u>	WT <u>200</u>
EYES <u>BL</u>	HAIR <u>BLK</u>	SOCIAL SECURITY NO. (Last 3 #) <u>white</u>		
DRIVERS LICENSE NO. <u>01282956</u>		STATE <u>TX</u>	EXP DATE	
Distinguishing Features:				

A Court hearing was held on: Date: _____ Time: _____ a.m. p.m.

THE COURT HEREBY FINDS:

That it has jurisdiction over the parties and subject matter, and the Respondent has been provided with reasonable notice and opportunity to be heard.

☒ Additional findings of this order are as set forth below.

THE COURT HEREBY ORDERS:

☐ That the above named Respondent be prohibited from committing further acts of abuse or threats of abuse.

☐ That the above named Respondent be prohibited from any contact with the Applicant/Petitioner.

☒ Additional terms of this order as set forth below.

The terms of this Order shall be effective until _____, 20____,
or as otherwise provided for in Section 14 Duration located on page 6 of this Order.

WARNINGS TO RESPONDENT:

This order shall be enforced, even without registration, by the courts of any state, the District of Columbia, any U. S. Territory, and may be enforced by Tribal Lands (18 U.S.C. Section 2265). Crossing state, territorial, or tribal boundaries to violate this order may result in federal imprisonment (18 U.S.C. Section 2262).

Federal law provides penalties for possessing, transporting, shipping, or receiving any firearm or ammunition (18 U.S.C. Section 922(g)(8)).

Only the Court can change this order.

Findings: All legal requirements have been met, and the Court has jurisdiction over the parties and this case. This Order is in the best interests of the Protected Person(s) and is necessary to prevent future family violence.

The Applicant and Respondent are spouses, former spouses, parents of the same child, live-in partners, or former live-in partners, and are thus "intimate partners" as defined by 18 U.S.C. § 921(a)(32); or the applicant is dating or married to a person who was married to or dating the Respondent.

The parties have agreed to the terms of this Protective Order.

Statutory grounds for the Protective Order have been established. (Check one or both):

The Respondent has committed family violence against the Applicant or Children named below and is likely to commit family violence in the future.

The Respondent has violated a prior Protective Order that expired or will expire within 30 days.

1 Appearances: (Check any that apply):

Applicant Respondent

Appeared in person and announced ready.

Appeared in person and by attorney, _____, and announced ready.

Appeared by signature below evidencing agreement to the entry of this Protective Order.

Although duly cited, did not appear and wholly made default.

2 Protected People: The following people are protected by the terms of this Protective Order:

Name:

County of Residence:

Applicant: DARLENE C. AMRHEIN Collin County

Children: N/A

Other _____

Adults: _____

3 A Record of Testimony (Check one): was made by: _____
was waived by the parties.

4 Protective Orders — To prevent family violence, the Court orders the Respondent to obey all Orders marked with a check. ✓

The Respondent must:

- Not commit an act against any person named in 2 above that is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places those people in fear of imminent physical harm, bodily injury, assault, or sexual assault.
- Not communicate in a threatening or harassing manner with any person named in 2 above.
- Not communicate a threat through any person to anyone named in 2 above.
- Not communicate or attempt to communicate in any manner with: (Check all that apply)

Applicant Children Other Adults named in 2 above. (except through: _____)

Good cause exists for prohibiting the Respondent's direct communications.

- e. Not go within 200 yards of the: *(Check all that apply)*

Applicant Children Other Adults named in 2 above.

(Except to go to court hearings or to exchange Children as authorized by a court order)

- f. Not go within 200 yards of the Residence, workplace or school of the: *(Check all that apply)*

Applicant Other Adults named in 2 above.

The addresses of the prohibited locations are: *(Check all that apply)*

Deemed confidential. The clerk is ordered to strike the information from all public court records and maintain a confidential record of the information for Court use only.

Disclosed as follows:

Applicant's Residence: _____

Applicant's Workplace/School: _____

Other: _____

- g. Not go within 200 yards of the Children's Residence, child-care facility, or school, except as authorized by a court order. The addresses of the prohibited locations are: *(Check all that apply)*

Deemed confidential. The clerk is ordered to strike the information from all public court records and maintain a confidential record of the information for Court use only.

Disclosed as follows:

Children's Residence: _____

Children's Child-care/School: _____

Other: _____

- h. Not stalk, follow or engage in conduct directed specifically to any person named in 2 above that is reasonably likely to harass, annoy, alarm, abuse, torment, or embarrass them.

- i. Not harm, threaten, or interfere with the care, custody or control of the following pet, companion animal or assistance animal: _____ *(describe the animal)*.

- j. ☒ Not possess a firearm or ammunition, unless the Respondent is a peace officer actively engaged in employment as a sworn, full-time paid employee of a state agency or political subdivision. Any license to carry a concealed handgun issued to the Respondent is hereby SUSPENDED.

5 Family Violence Prevention Program

The Respondent is ordered to enroll in, pay costs for, and enter the program checked below no later than ____ / ____ / ____, and to complete the program by ____ / ____ / _____. *(Check one)*:

The local Battering Intervention and Prevention Program that meets the guidelines adopted by the community justice assistance division of the Texas Department of Criminal Justice:

Or if no such Battering Intervention and Prevention Program is available, then:

A counseling program recommended and conducted by the following social worker, family service agency, physician, psychologist, licensed therapist, or licensed professional counselor:

The Respondent is ordered to comply with any recommendation or referral for additional or alternate counseling within seven (7) days of the recommendation, and ordered to complete any additional or alternate program recommended. The Respondent is ordered to sign a waiver for release of information upon enrollment so that participation in the program may be monitored by the Applicant and/or the Court.

The Respondent must also follow these provisions to prevent family violence:

6 Property Orders

The Court finds that the Residence located at: _____

(Check one):

is jointly owned or leased by the Applicant and Respondent;

is solely owned or leased by the Applicant; or

is solely owned or leased by the Respondent; and the Respondent is obligated to support the Applicant or a child in the Applicant's possession.

IT IS ORDERED that the Applicant shall have exclusive use of the Residence identified above, and the Respondent must vacate the Residence no later than: _____ a.m. p.m. on: _____ (date).

IT IS FURTHER ORDERED that the sheriff, constable, or chief of police shall provide a law enforcement officer to accompany the Applicant to the Residence, to inform the Respondent that the Court has ordered the Respondent to be excluded from the Residence, to provide protection while the Applicant takes possession of the Residence and the Respondent removes any necessary personal property, and, if the Respondent refuses to vacate the Residence, to remove the Respondent from the Residence and arrest the Respondent for violating the Court's Order.

7 Other Property Orders

The Court finds that the Applicant and Respondent jointly own or lease the following Additional Property, and awards the Applicant the exclusive use of:

The Respondent must not damage, transfer, encumber, or otherwise dispose of the Additional Property identified above or any other property jointly owned or leased by the parties, except in the ordinary course of business or for reasonable and necessary living expenses, including, but not limited to, removing or disabling any vehicle owned or possessed by the Applicant or jointly by the parties (whether so titled or not).

8 Spousal Support Order

IT IS ORDERED that the Respondent pay the Applicant support in the amount of \$ _____ per month, with the first payment due and payable on ____ / ____ / ____ and a like payment due and payable on the ____ day of each following month until further Order of this Court. IT IS ORDERED that all payments be sent to the Applicant at the address listed below and postmarked on or before the due date for each payment:

9 Orders Related to Removal, Possession and Support of Children

The Court finds that the Respondent is a parent of the Children. The Protective Order below is in the best interests of the Applicant, Children, and/or Other Adults named in 2 above.

Removal — Check one or both:

The Respondent must:

Not remove the Children from the Applicant's possession or from their child-care facility or school, except as specifically authorized in a possession schedule ordered by the Court.

Not remove the Children from the jurisdiction of the Court.

Possession — Check one:

The Applicant is granted exclusive possession of the Children, and the Respondent shall have no possession or access to the Children, unless and until further Orders are entered by the Court. This Order supersedes any previous order granting the Respondent possession or access to the Children.

The Applicant is granted primary possession of the Children, and the Respondent may have possession of the Children pursuant to the possession schedule attached to this Protective Order as Exhibit A, subject to the terms and conditions stated herein as necessary for the safety of the Applicant and the Children. The possession

schedule hereby ordered supersedes any previous order granting the Respondent possession and access to the Children.

The possession schedule previously entered on ____ / ____ / ____, in cause number _____, styled _____, shall continue to govern the Respondent's possession and access to the Children, except that no exchanges of the Children shall occur at a prohibited location described in this Protective Order.

Child Support — Nothing in this Protective Order shall be construed as relieving the Respondent of any past or future obligation to pay child support as previously ordered. — Check one:

The Respondent is ordered to pay child support to the Applicant in the amount of \$_____ per month, with the first such payment due and payable on ____ / ____ / ____, and a like payment due and payable on the _____ day of each month thereafter for the term of this Protective Order or until further Order of the Court, whichever occurs first.

The Respondent is ordered to make all child support payments payable to the Applicant, and must mail all payments to:

Texas Child Support Disbursement Unit, P.O. Box 659791, San Antonio, TX 78265-9791

That agency will send the payment to the Applicant for the support of the Children. The Respondent must keep the child support registry informed of the Respondent's Residence and work addresses.

On this date, the Court signed an Income Withholding Order, ordering the employer and any subsequent employer of the Respondent to withhold court-ordered child support from the Respondent's earnings. **The existence of the Order for withholding from earnings for child support does not excuse the Respondent from personally making any child support payment herein, except to the extent the Respondent's employer actually makes the payment on behalf of the Respondent.**

The Child Support Order previously entered on ____ / ____ / ____, in cause number _____, styled _____, shall continue to govern the Respondent's child support obligations with respect to the Children.

10 Fees and Costs

Within 60 days after this Order is signed, the Respondent must pay the Total Fees and Costs as follows:

Total to be paid: \$ _____

(This includes fees for service: \$ _____ + all other Court fees and costs: \$ _____)

Address where Respondent must pay the Clerk of the Court with cash, cashier's check, or money order:

11 Attorney's Fees

Within 60 days after this Order is signed, the Respondent must pay the attorney who helped enter this Protective Order the Attorney Fees listed below. Pay with cash, cashier's check, or money order.

Attorney Fees awarded by the Court: \$ _____

Attorney's name: _____

Attorney's address: _____

Attorney (name) _____ shall have and recover judgment against the Respondent (name) _____ for \$ _____, such judgment bearing interest at _____ percent per annum compounded annually from the date this judgment and Order is signed until paid, for which let execution issue if it is not paid.

12 Service

This Protective Order (*Check all that apply*):

Was served on the Respondent in open court.
Shall be personally served on the Respondent.
Shall be mailed by the Clerk of the Court to the Respondent's last known address.

Shall be delivered to the Respondent by certified mail, return receipt requested, or by fax, to the Respondent's last known address or fax number, or in any other manner allowed by Tex. R. Civ. P. 21a.

13 Copies Forwarded

The Clerk is ORDERED to forward copies of this Protective Order and accompanying Respondent Information Form to (*Check all that apply*):

Sheriff and Constable of _____ County, Texas.

Police Chief of the City of _____.

Children's child-care facility/schools listed above.

The staff judge advocate at Joint Force Headquarters or the provost marshal of the military installation to which Respondent is assigned.

Any law enforcement agency receiving a copy of this Protective Order MUST, within 10 days, enter all required information into the Department of Public Safety's statewide law enforcement information system.

14 Duration of Order

This Protective Order is in full force and effect until:

_____ (*this date must be no more than two years from the date this Order is signed.*)

_____ (*duration*) This date is more than two years from the date this Protective Order is signed.

The Court finds that the Respondent caused serious bodily injury to the Applicant or a member of Applicant's family or household; or

The Respondent was the subject of two or more previous Protective Orders protecting the Applicant and both of those Protective Orders contained findings that Respondent has committed family violence and the Respondent is likely to commit family violence in the future.

If Respondent is confined or imprisoned on the date this Protective Order is scheduled to expire, the Protective Order will expire one year after the date of the Respondent's release.

WARNING: A person who violates this Order may be punished for contempt of court by a fine of as much as \$500 or by confinement in jail for as long as six months, or both.

No person, including a person who is protected by this Order, may give permission to anyone to ignore or violate any provision of this Order. During the time in which this Order is valid, every provision of this Order is in full force and effect unless a court changes the Order.

It is unlawful for any person, other than a peace officer, as defined by Section 1.07, Penal Code, actively engaged in employment as a sworn, full-time paid employee of a state agency or political subdivision, who is subject to a Protective Order to possess a firearm or ammunition.

A violation of this Order by commission of an act prohibited by the Order may be punishable by a fine of as much as \$4,000 or by confinement in jail for as long as one year, or both. An act that results in family violence may be prosecuted as a separate misdemeanor or felony offense. If the act is prosecuted as a separate felony offense, it is punishable by confinement in prison for at least two years.

Possession of a firearm or ammunition while this Protective Order is in effect may subject respondent to federal criminal penalties. It is unlawful for any person who is subject to a Protective Order to knowingly purchase, rent, lease, or receive as a loan or gift from another, a handgun for the duration of this Order.

Interstate violation of this Protective Order may subject the Respondent to federal criminal penalties. This Protective Order is enforceable in all fifty states, the District of Columbia, tribal lands, and U.S. territories.

This Protective Order signed on (date): _____ Time: _____ a.m. p.m.

Judge Presiding:  _____

This is a Court Order. No one – except the Court – can change this Order.

Agreed Order

By their signatures below, the Applicant and Respondent agree to the entry of the foregoing Protective Order and approve all terms stated in the Order:

Applicant

Respondent

Receipt Acknowledged – The Respondent hereby acknowledges receipt of a copy of this Protective Order.

Respondent

EXHIBIT A-9

Cause 01-SC-16-00165

Ex Parte Order

Darlene Amrhein

Vs.

David Schroeder

§
§
§
§
§

IN THE JUSTICE COURT

PRECINCT 1

COLLIN COUNTY, TEXAS

ORDER OF DISMISSAL

After reviewing the pleadings and hearing testimony from pro se plaintiff, Darlene Amrhein, **THE COURT** finds that **DISCOVERY** was not authorized by the Court as dictated by rule. All discovery relief requested by plaintiff is hereby **DENIED**.

Plaintiff's verbal request for a trial **CONTINUANCE** was also **DENIED**.

Further, the Court finds that the Plaintiff's first amended petition fails to plea for damages and as a result, the pro se defendant David Schroeder motion to **DISMISS** should be **GRANTED WITH PREJUDICE**.

The Court has also entered an ex parte **SANCTION** that Plaintiff not file another civil cause of action against Defendant until first authorized by this Court.

SIGNED this the 16th day of October, 2017.



P.M. RALEEH

JUDGE PRESIDING



EXHIBIT A-10

Cause 01-SC-16-00165

Ex Parte Order	§	IN THE JUSTICE COURT
	§	
Darlene Amrhein	§	PRECINCT 1
Vs.	§	
David Schroeder	§	COLLIN COUNTY, TEXAS

ORDER DENYING CAUSE OF ACTION

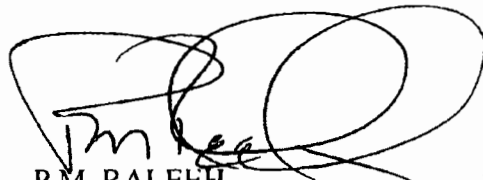
IN THIS COURTS dismissal order dated October 16th 2017, ex parte sanctions were imposed on the Plaintiff, Darlene Amrhein in which she was to seek approval by the Court before filing further actions against Defendant, David Schroeder.

Pro se plaintiff filed a request to re-plea her cause of action and asked the court to allow her to do so.

After reviewing the pleadings plaintiff is asking for an award in an amount beyond the jurisdictional limits of the Court [\$13,208.00]. The Court of Criminal Appeals in El Paso Texas 2004 was clear when it wrote, "Lack of subject matter jurisdiction arrest a cause at any stage of the proceedings; therefore, if it becomes apparent at any point during the proceedings that the trial court lacked jurisdiction, the cause must be dismissed". Manuel Garza, Sun City Cab Vs. Hugo Chavarria. Further, it is not appropriate to reduce actual damages so it would fit into the Courts jurisdictional limits.

Plaintiff's motion is hereby **DENIED**.

SIGNED this the 18th day of October, 2017.


P.M. RALEEH
JUDGE PRESIDING

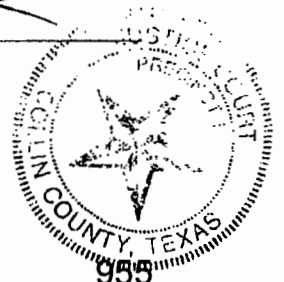


EXHIBIT A-11

CAUSE NO. 002-02663-2017

DARLENE AMRHEIN,

PLAINTIFF,

VS.

DAVID SCHROEDER,

DEFENDANT.

§ IN THE COUNTY COURT

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AT LAW NUMBER TWO

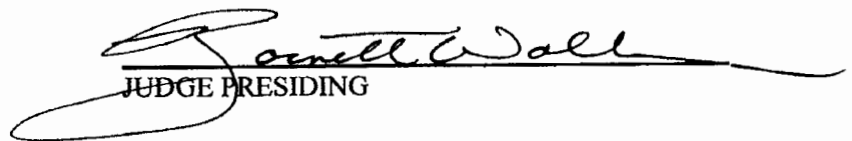
COLLIN COUNTY, TEXAS

ORDER OF DISMISSAL of Appeal

BE IT REMEMBERED that on the 14th day of December, 2017 came to be considered Defendant's Plea to the Jurisdiction. After hearing arguments of the parties, and reviewing the documents filed in this cause, the Court finds that the Defendant's Plea should be GRANTED.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that Plaintiff's case is dismissed for want of jurisdiction. Costs taxed to Plaintiff.

SIGNED this 14th day of December, 2017.


JUDGE PRESIDING

GRANTED

EXHIBIT A-12

original

Cause No. 002-2663-2017

Darlene Amrhein, Plaintiff

County Court at Law

v.

No. Two (2) Judge Walker

David Schroeder, Defendant

Collin County, Texas

FILED
COUNTY COURT AT LAW
2017 DEC 15 PM 12:01
STACEY KEMP
COUNTY CLERK
COLLIN COUNTY, TEXAS
BY: [Signature]
DEPUTY

**Plaintiff's Motion For Reconsideration of Judge Walker's
December 14, 2017 Order for "Good Cause" Reasons & Unlawful Acts**

Comes Now, Plaintiff, Darlene Amrhein, to file Plaintiff's Motion For Reconsideration of Judge Walker's December 14, 2017 Order for "Good Cause" Reasons & Unlawful Acts as follows:

1. This December 14, 2014 Order of Dismissal in the County Court at Law No. 2 before Judge Barnett Walker was signed in a scheduled hearing at 1:30 PM;
2. Judge Barnett Walker was explaining that the Justice Court with Judge Raleeh presiding had never ruled on the lawsuit before him, but a dismissal is a ruling for over his judicial limits;
3. Judge Barnett Walker further explained that this lawsuit was filed under Notice of Appeal as instructed by Judge Raleeh, that Plaintiff stated to Judge Walker;
4. Judge Barnett Walker explained it was not properly transferred by the Justice Court & that their Justice Court is not held to same standards as other Courts, because it is known as the people's Court with relaxed rules, but giving false information to file is judicial error & not fault of Plaintiff to not proceed properly;
5. Plaintiff further stated that she did not file in Justice Court, but Attorney Lennie Bollinger did, which was wrong Court for which he is being sued & when judicial limits are discovered ask Judge Raleeh how to correct this, which his judicial statements too were incorrect to Appeal & transfer case to County Court at Law, so why is Plaintiff being charged for his incorrect information by Judge Raleeh;
6. Judge Barnett Walker encouraged Plaintiff to hire an attorney & file for a new case for the full \$20,208.00 that Defendant can be charged with before a jury to make sure all evidence can be presented without attorneys' legal technical issues;
7. Judge Barnett Walker asked how Plaintiff paid for this court filing & lower court Notice of Appeal & was informed that it was filed under granted in forma pauperis as stated by Defendant's Attorney Jerry Jarzombek, so this was known Plaintiff did not have funds in this lawsuit before charging for these taxed costs as Ordered;

1.

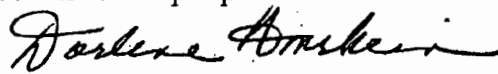
8. It appears Plaintiff is being taxed costs by Defendants attorney for judicial errors in this dismissal for incorrect information in how to proceed in this case & both courts collected 2 filing fees & 2 jury fees in this case, along with unfair taxed costs to Plaintiff that appears to be unjust & based on numerous judicial errors;
9. Plaintiff was just following instructions by Judge Raleeh in Justice Court & box of evidence transferred, signed off on to County Court at Law No. 2 as assigned /received from Judge Raleeh, who gave false information as bias & prejudicial;
10. This explains why Judge Raleeh gave Orders without any evidence of David Schroeder's false claims & appearance of **judicial bias, prejudice & retaliation**;
11. There was no indication to Plaintiff that this transfer was a mistake, error, flawed or done incorrectly as received & filed back in September, 2017, held during November, 2017 & prior to hearing on December 14, 2017 as fees paid;
12. Dismissal is fine as Plaintiff is seeking an attorney & if not a new Pleadings will be filed under new case number for jury trial by granted in forma pauperis;
13. Plaintiff believes that **no costs to Plaintiff should be Ordered** as judicial errors had been made & it is unfair to be paid by Collin County on judicial errors;
14. What happens to all evidence that was held by Justice Court & transferred to this County Court at Law No. 2, Judge Barnett Walker's Court ?
15. Plaintiff filed numerous documents before hearing & no reference as examined;
16. Judge Raleeh refused filing in case violating due process rights & not people's court with relaxed latitude to conduct any improper court hearing & collect fees.

In Conclusion And Prayer

Plaintiff is requesting that the taxed costs to Plaintiff be removed from December 14, 2017 Order in the interest of justice as Plaintiff was just following instructions by Judge Raleeh in the lower Justice Court that appeared to have an agenda of bias & retaliation against Plaintiff; so if transfer was incorrect it should have been refused as filed as no lower Court ruling. Knowing Plaintiff is granted in forma pauperis taxed cost should be given to those in forma pauperis funds or waived.

(Exhibit A)

Respectfully submitted,


Darlene Amrhein, Plaintiff, Pro Se

12/15/17

CAUSE NO. 002-02663-2017

DARLENE AMRHEIN,

PLAINTIFF,

VS.

DAVID SCHROEDER,

DEFENDANT.

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IN THE COUNTY COURT

AT LAW NUMBER TWO

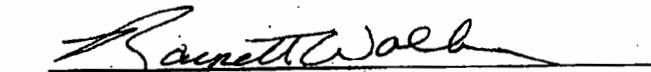
COLLIN COUNTY, TEXAS

ORDER OF DISMISSAL

BE IT REMEMBERED that on the 14th day of December, 2017 came to be considered Defendant's Plea to the Jurisdiction. After hearing arguments of the parties, and reviewing the documents filed in this cause, the Court finds that the Defendant's Plea should be GRANTED.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that Plaintiff's case is dismissed for want of jurisdiction. Costs taxed to Plaintiff.

SIGNED this 14th day of December, 2017.


JUDGE PRESIDING

GRANTED

ORDER OF DISMISSAL

Exhibit A

Page Solo

VERIFICATION / AFFIDAVIT

CAUSE NO. 002-2663-2017

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned Plaintiff Darlene C. Amrhein, who swore in her capacity & individually on her sworn oath, deposed and said she prepared and signed Plaintiff's Motion For Reconsideration of Judge Walker's December 14, 2017 Order For "Good Cause" Reasons.

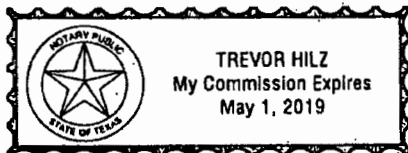
This information as referenced and stated within is true and correct and of Darlene C. Amrhein's own personal knowledge to the best of her ability & as documented. This state filing is for purpose of "due process," fairness, Justice under State Laws & presented in this applicable Court as attached for consideration of this Court filing in this lawsuit.

Darlene C. Amrhein

Darlene C. Amrhein, Plaintiff, Pro Se

SUBSCRIBED AND SWORN TO ME, BEFORE ME: ON December 15, 2017 to
certify which witness my hand and official seal.

SEAL:



Trevor L. Hilz
Notary Public of Texas (Printed Name)

Trevor L. Hilz
Notary Public of Texas (Signature)

Commission Expires May 1, 2019

CERTIFICATE OF SERVICE

A true and correct copy of Plaintiff's Motion For Reconsideration of Judge Walker's December 14, 2017 Order for "Good Cause" Reasons & Unlawful Acts to following:

County Court at Law No. 2
Honorable Barnett Walker

In Person

Russell A. Steindam Courts Building
2100 Bloomdale Road
Suite 10344
McKinney, TX 75071

Attorney Jerry Jarzombek, PLLC
301 Commerce Street, Suite 2900
Fort Worth, Texas, 76102

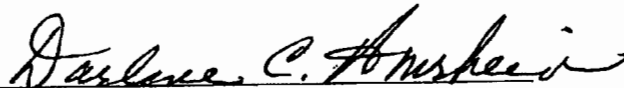
In Person

Note request for hearing on these matters if necessary to change Court Order, so no fiat submitted as unknown.

Certificate of Conference

No conference with Attorney Jerry Jarzombek but a copy of file stamped email has been sent on this court filing.

Respectfully submitted,



Darlene C. Amrhein, Plaintiff, Pro Se

12/15/17

H.

EXHIBIT B

February 15, 2016

Certified # 7015 1520 0000 2667 0888

Darlene C. Amrhein
112 Winsley Circle
McKinney, TX. 75071

David Allen Schroeder
c/o ABC Imaging
2001 Bryan Street Suite # 150
Dallas, TX. 75201

Alternative Mailing Addresses:

David A. Schroeder
11601 Largo Vista W. Apt. 1128
Portofino Apartments at Las Colinas
Dallas, TX. 75234-6818 (Farmers Branch)

David A. Schroeder
P.O. Box 803093
Dallas, TX. 75380

Mr. David Allen Schroeder,

You have 10 days from date of this letter to return or pay for my belongings and all the back rent from November 1, 2014 until March 10, 2015 that is past due and owed to me.

Enclosed you will find a detailed demand for the cost, expenses, injuries and loss that you caused me from November 1, 2014 until March 10, 2015 by your deceptive acts.

If you decide to file a third false Police Report in Farmers Branch or anywhere else it will be additional reasons to file this lawsuit against you for all your illegal acts.

If you decide to ignore this letter I will be filing in the Justice of the Peace Small Claims Court in Collin County, Texas, which will cost you additional money for this suit on February 26, 2016. This is my last demand letter to you David Schroeder.

You will be paying for all court costs, all subpoenas, my attorneys fees & any other additional filing fees to bring this all to resolution as I have been more than patient with several attempts that you have just ignored. With false police reporting.

I would hope that you would spare yourself further expense for these frauds committed.

Looking forward to working with you to resolve these issues in an adult manner.

My demands are as follows & listed in detail as attached here within:

Exhibit A

DARLENE AMRHEIN PROPERTY ITEMS TAKEN BY DAVID SCHROEDER

RAY BAN SUNGLASSES - \$140.00

SILVER CROSS AND CHAIN - \$60.00

GO BIBLE & QUILTED CASE - \$60.00

ST. JUDE MEDAL - \$40.00

SCHROEDER GRANDCHILDREN'S CHRISTMAS PRESENTS - \$ 100.00

(Star Light, Purse, Race Car & Track Set.)

ALL MY PICTURES – PERSONAL VALUE *\$500.00*

ANDREA BOCELLI CONCERT 1 TICKET - \$90.00 (Each)

PARKING & WINE BILL AT CONCERT - \$40.00

TWO TIES (PINK & GREEN) - \$60.00

TWO SHIRTS (PINK & GREEN) - \$ 80.00

LARGE SWEAT SUIT - \$30.00

BROWN JACKET RUINED WITH COFFEE STAINS - \$ 28.00

CERTIFIED DEMAND LETTERS & POSTAGE - \$40.00

NICODERM FOR SMOKING - \$28.00

MOVIE & DINNER - \$ 42.00

CHILI LUNCH - \$20.00

WINE BILL (NOV. 1, 2014 – March 9, 2015) - \$600.00

PICTURE FRAME - \$10.00

BLUE LUNCH BAG - \$20.00

BLUE THERMOS - \$25.00

FOOD, UTILITIES, LAUNDRY, RENT, MEALS, SNACKS - \$200.00 PER MONTH

TOTAL RENT - \$800.00

TOTAL = \$ 2,313.00 +MY PICTURES -PLUS
COURT COSTS & SERVICE FEES \$

GRAND TOTAL \$ *2,813.⁰⁰ plus costs*

Darlene C. Amrhein vs. David Allen Schroeder

Exhibit A

- Item 4 If Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
 - Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David H. Schroeder
P.O. Box 803093
Dallas, TX 75380

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7012 0470 0000 6638 3153

PS Form 3811, July 2013

Domestic Return Receipt

3 years
is Mail or Priority Mail.
l. Certified Mail. For
isted to provide proof of
lete and attach a Return
die postage to cover the
Certified Mail receipt is
to the addressee or
rk the mailpiece with the
Please present the art-
rk on the Certified Mail
tag and mail.
making an inquiry.

967

EXHIBIT C-1

Balistreri-Amrhein v. AHI

Court of Appeals of Texas, Fifth District, Dallas

July 6, 2011, Opinion Filed

No. 05-09-01377-CV, No. 05-10-01347-CV

Reporter

2011 Tex. App. LEXIS 5068 *; 2011 WL 2624146

DARLENE BALISTRERI-AMRHEIN AND ANTHONY J. BALISTRERI, Appellants v. AHI AND INSPECTOR AARON D. MILLER, Appellees and DARLENE BALISTRERI-AMRHEIN AND ANTHONY J. BALISTRERI, Appellants v. SALLY DARNELL, KELLY CALKINS, BILL J. WILLIAMS, JERRY M. REICHERT, LORI K. REICHERT, REMAX REALTY, LAUREN PALMER, REPUBLIC TITLE OF TEXAS, FIRST AMERICAN TITLE INSURANCE COMPANY, STONEBRIDGE RANCH HOMEOWNER'S ASSOCIATION, NEWLAND COMMUNITIES, THOMAS MURPHY, MURPHY HOMES GROUP, AND RIT MANAGEMENT COMPANY, Appellees

Subsequent History: Released for Publication August 12, 2011.

Subsequent appeal at Balistreri-Amrhein v. AHI, 2012 Tex. App. LEXIS 6258 (Tex. App. Dallas, July 31, 2012)

Prior History: [*1] On Appeal from the 296th Judicial District Court, Collin County, Texas. Trial Court Cause No. 296-01145-2008.

Balistreri v. Remax Realty, 2011 Tex. App. LEXIS 333 (Tex. App. Dallas, Jan. 19, 2011)

Case Summary

Procedural Posture

Appellants, father and daughter, challenged a judgment of the 296th Judicial District Court, Collin County, Texas, denying their request to proceed in

their appeals against appellees without advance payment of costs pursuant to Tex. R. App. P. 20.1.

Overview

On appeal, the court held that the trial court did not abuse its discretion by denying appellants request to proceed in the appeals without advance payment of costs because the evidence showed that the daughter had assets from which she could secure the necessary funds for the costs of the appeal, as she owned "free and clear" a three-year-old car and a home appraised at \$ 550,000, and she also owned personal property valued at \$ 7,000.

Outcome

The judgment was affirmed.

LexisNexis® Headnotes

Civil Procedure > ... > Pleadings > In Forma Pauperis > Affidavits of Financial Need

Civil Procedure > Appeals > Costs & Attorney Fees

HN1 [↓] In Forma Pauperis, Affidavits of Financial Need

A party unable to pay appellate court costs may proceed without advance payment of costs by filing an affidavit of indigence detailing such information as the party's income, assets, debts, monthly expenses, and ability to obtain a loan for court costs. Tex. R. App. P. 20.1(a)(2),(b). The clerk,

court reporter, or any party may challenge the affidavit by filing a contest within ten days of the filing of the affidavit. Rule 20.1(e). If no contest is filed, the affidavit's allegations are deemed true, and the party seeking to appeal as indigent is allowed to proceed without advance payment of costs. Rule 20.1(f). If a contest is filed, the burden is on the party seeking indigent status to prove indigence by a preponderance of the evidence. Rule 20.1(g). A party is entitled to proceed without advanced payment of costs if the record as a whole shows by a preponderance of the evidence that the party would be unable to pay the costs, or a part thereof, or give security therefor, if he really wanted to and made a good-faith effort to do so.

Civil Procedure > Appeals > Standards of Review > Abuse of Discretion

Civil Procedure > ... > Pleadings > In Forma Pauperis > Affidavits of Financial Need

HN2 Standards of Review, Abuse of Discretion

An appellate court reviews a trial court's order sustaining a contest to an affidavit of indigence for abuse of discretion. The appellate court will conclude the trial court abused its discretion if it acted without reference to any guiding rules or principles or in an arbitrary and unreasonable manner.

Civil Procedure > ... > Pleadings > In Forma Pauperis > Affidavits of Financial Need

HN3 In Forma Pauperis, Affidavits of Financial Need

Tex. R. Civ. P. 145 governs affidavits of indigency at the trial court level; it does not apply to appellate proceedings.

Counsel: For APPELLANT (05-09-01377-CV): Darlene C. Amrhein, McKinney, TX.

For APPELLEE (05-09-01377-CV): J. Kent Newsom, Newsom, Terry & Newsom, Dallas, TX;

Barry H. Fanning, Fanning, Harper & Martinson, P.C., Dallas, TX; Rick W. Hightower, Justin Heath Jenkins, Beasley, Hightower & Hartmann, P.C., Dallas, TX; Carl Adams, Dallas, TX; Pamela W. Montgomery, Houston, TX; Ross Wells, Abernathy, Roeder, Boyd & Joplin, P.C., McKinney, TX.

For APPELLANT (05-10-01347-CV): Darlene Balistreri-Amrhein, Anthony J. Balistreri, McKinney, TX.

For APPELLEE (05-10-01347-CV): Carl Adams, Dallas, TX; Barry H. Fanning, Fanning, Harper & Martinson, P.C., Dallas, TX; Richard Abernathy, Ross Wells, Abernathy Roeder Boyd & Joplin, P.C., McKinney, TX; J. Kent Newsom, Newsom, Terry & Newsom, L.L.P., Dallas, TX; Rick W. Hightower, Justin Heath Jenkins, Beasley, Hightower & Hartmann, P.C., Dallas, TX; Pamela W. Montgomery, Houston, TX.

Judges: Before Chief Justice Wright and Justices O'Neill and Lang-Miers. Opinion By Justice Lang-Miers.

Opinion by: ELIZABETH LANG-MIERS

Opinion

MEMORANDUM OPINION ON REQUEST TO PROCEED ON APPEAL WITHOUT ADVANCE PAYMENT OF COSTS

Opinion By Justice Lang-Miers

Darlene Balistreri-Amrhein and her father Anthony Balistreri seek to proceed in these appeals without advance payment of costs. Pursuant to Texas Rule of Appellate Procedure 20.1, Balistreri-Amrhein sought relief from the trial court first, but the trial court denied relief. See Tex. R. App. P. 20.1. The issue before us is whether the trial court abused its discretion in denying relief when the evidence showed Balistreri-Amrhein owned "free and clear" a home appraised at over \$550,000 and a 2007 GMC car. We conclude it did not and deny Balistreri-Amrhein's and Balistreri's request to proceed in these appeals without advance payment of costs.

Background

Balistreri-Amrhein and Balistreri, appearing pro se, jointly sued appellees and others in 2008 for breach of contract, fraud, and other causes of action stemming from the purchase of a house. Balistreri-Amrhein's [*2] and Balistreri's claims against AHI and inspector Aaron D. Miller were dismissed and severed from the remaining claims in August 2009. Balistreri-Amrhein and Balistreri timely appealed the dismissal, and the appeal was docketed as appellate cause number 05-09-01377-CV ("the AHI appeal"). Four months later, Balistreri-Amrhein's claims were severed from Balistreri's claims. From this severance order, two appeals resulted—Balistreri's appeal of the severance order and Balistreri-Amrhein's appeal of her subsequently dismissed claims. Balistreri's appeal was docketed as appellate cause number 05-10-00611-CV and has been dismissed. See *Balistreri v. Remax Realty*, 05-10-00611-CV, 2011 Tex. App. LEXIS 333, 2011 WL 149984 (Tex. App.—Dallas Jan. 19, 2011, no pet.) (not designated for publication). Balistreri-Amrhein's appeal of her subsequently dismissed claims was docketed as appellate cause number 05-10-01347-CV ("the Remax appeal").¹

Pursuant to appellate rule 20.1, Balistreri-Amrhein filed her affidavit of indigence with the trial court in the [*3] AHI appeal in April 2010 and in the Remax appeal in October 2010. See *id.* 20.1(a)(2). Although Balistreri filed an affidavit in his appeal of the severance order, he did not file an affidavit in the AHI appeal.

Balistreri-Amrhein's affidavit in the AHI appeal reflected Balistreri-Amrhein was sixty-three years old at the time and disabled. Her monthly income consisted of social security disability benefits and a retirement pension. Her assets consisted of the house, the car, a \$14,000 account to cover her ailing father's "[b]urial expenses and transportation costs," and a savings account with a nominal sum

on deposit. Her monthly expenses included utilities, "daily care" and "transportation," insurance premiums and co-pays, medications, estimated property taxes, food, payments on credit card debt, and homeowners' association dues. These expenses exceeded her income by about \$2,000. Balistreri-Amrhein's affidavit also reflected she had filed bankruptcy in December 2009, she owed approximately \$56,000 in medical bills, and her credit card debt approximated \$75,000. She asserted in her affidavit that she was unable to borrow money or obtain a loan because of "poor credit history, credit [*4] scoring, [and] bankruptcies" and could not work because of her age and health. The court reporter contested the affidavit, and the trial court held a hearing. See *id.* 20.1(e),(i). At the hearing, Balistreri-Amrhein testified as to the statements in her affidavit and added that she had been "found indigent" in this Court "in 2008/2009" and in the Texas Supreme Court in early 2010. She further testified that her house was appraised at \$550,000 by the county, although it was "worth less than that," and that the credit card debt was "with [her] father." Upon the trial court's questioning, she testified she owed nothing on the house and explained she thought she was nonetheless indigent because "that's not cash flow . . . expendable cash." She also argued the home was "homestead" and needed over \$20,000 in repairs which she could not afford. Balistreri-Amrhein testified she was guardian to her eighty-five year old father, and although she had voluntarily dismissed her bankruptcy, she could not get a loan because her credit scores were low as a result of the bankruptcy and debt.

On cross-examination, and over her objection, Balistreri-Amrhein testified that her father had a monthly income [*5] of \$2075 and "a couple of medical annuities." She also testified that she owed nothing on her car, had not attempted to obtain an equity loan on her home, and had received from another party to the lawsuit a \$15,000 settlement payment which she used "on the home" and to pay property taxes.

In closing, she stated she was cash poor and could not pay the costs of the appeal. She also stated that she depended on her father's income and that

¹ The style in this appeal erroneously includes Balistreri as a party, as his claims had been severed prior to the filing of this appeal and made a part of a separate action.

her father "ha[d] a \$19,000 IRS tax lien against him." The trial court sustained the contest.

Balistreri-Amrhein's affidavit in the Remax appeal listed an additional \$38,000 in medical debt and additional monthly expenses of \$275. In this affidavit, she stated the appraised value of the house had been reduced, but she did not state the amount, and argued her house, as homestead, and her car were both protected against a forced sale. See Tex. Const. Art. XVI, § 50 (homestead exempt from seizure to satisfy creditor's claims); Tex. Prop. Code Ann. §§ 41.001(a) (same), 42.001(a), 42.002(a) (same - personal property) (West 2000 & West Supp. 2010). The trial court construed this affidavit as a motion for rehearing and denied the motion.

Following each of the [*6] court's orders, Balistreri-Amrhein and Balistreri filed with the trial court and this Court numerous documents and motions challenging the orders and urging indigency status. Included among those documents were bank letters denying them each personal loans in the amount of \$9900; correspondence from the IRS concerning the tax lien; and updated affidavits of Balistreri-Amrhein showing a decrease in the appraised value of the house to \$482,000, additional needed home repairs, the car was valued at \$7,000 but needed repairs, increased monthly expenses, and personal property valued also at approximately \$7,000. Also included was an affidavit of Balistreri showing that he had personal property valued at \$600 and covered the "deficiencies over . . . Balistreri-Amrhein's income for our needs, our care & our serious medical conditions."² Republican Title, First American Title, and Newland Communities responded to the latest motions and opposed the requested relief. So that we could determine the motions, we ordered the trial court clerk and court reporter to file that portion of the record necessary to review the orders

sustaining the contest and denying the motion for rehearing. See In re Arroyo, 988 S.W.2d 737, 739 (Tex. 1998) [*7] (per curiam). Both complied.

Standard of Review and Applicable Law

HN1 [↑] A party unable to pay appellate court costs may proceed without advance payment of costs by filing an affidavit of indigence detailing such information as the party's income, assets, debts, monthly expenses, and ability to obtain a loan for court costs. See Tex. R. App. P. 20.1(a)(2), (b). The clerk, court reporter, or any party may challenge the affidavit by filing a contest within ten days of the filing of the affidavit. Id. 20.1(e). If no contest is filed, the affidavit's allegations are deemed true, and the party seeking to appeal as indigent is allowed to proceed without advance payment of costs. Id. 20.1(f). If a contest is filed, the burden is on the party seeking indigent status to prove indigence by a preponderance of the evidence. Id. 20.1(g); Higgins v. Randall County Sheriff's Office, 257 S.W.3d 684, 686 (Tex. 2008). [*8] A party is entitled to proceed without advanced payment of costs if "the record as a whole show[s] by a preponderance of the evidence that the [party] would be unable to pay the costs, or a part thereof, or give security therefor, if he really wanted to and made a good-faith effort to do so[.]" Higgins, 257 S.W.3d at 686 (quoting Pinchback v. Hockless, 139 Tex. 536, 164 S.W.2d 19, 20 (Tex. 1942)).

HN2 [↑] We review a trial court's order sustaining a contest to an affidavit of indigence for abuse of discretion. Basaldua v. Hadden, 298 S.W.3d 238, 241 (Tex. App.—San Antonio 2009, no pet.) (Per curiam). We will conclude the trial court abused its discretion if it acted without reference to any guiding rules or principles or in an arbitrary and unreasonable manner. Id.

Discussion

Before addressing the propriety of the trial court's orders, we note that, upon Balistreri-Amrhein and Balistreri's unopposed motion, these two appeals are being consolidated by separate order issued concurrently with this opinion. Accordingly, we

²In a document filed January 20, 2011 and titled "Appellants' Additional Information for Consideration on Filed Motion for Leave to Proceed In Forma Pauperis," Balistreri-Amrhein and Balistreri assert they included documentation of Balistreri-Amrhein's December 7, 2010 bankruptcy. The documentation attached, however, pertains to her December 2009 bankruptcy.

consider Balistreri-Amrhein's affidavits in the AHI and Remax appeals as a single request to proceed without advance payment of costs rather than separate, discrete requests.

The record before [*9] us reflects that at the time of the hearing on the contest and at the rehearing Balistreri-Amrhein had significant monthly expenses and debt and limited monthly income. She could not work because of poor health and was dependent on her elderly father's income. She asserted she could not obtain a loan because of a poor credit rating and her bankruptcy filing. At the same time, however, she owned "free and clear" a three-year old car and a home appraised at \$550,000. She had also received a \$15,000 settlement payment from a party to the suit. Although she asserted she could not afford the costs of the appeal, she did not produce any evidence as to the actual cost, and when asked if she had tried to obtain an equity loan, she replied she had not. Balistreri-Amrhein had the burden of proving her indigency by a preponderance of the evidence. On the record before us, we conclude she failed to meet her burden and she could pay the costs, or give security for the costs, if she "really wanted to and made a good-faith effort to do so." While the house may be worth less than the appraised value and the house and car may be exempt from execution under the Texas Constitution and property code, [*10] they are still assets from which Balistreri-Amrhein could secure the necessary funds for the costs of the appeal. See *Pinchback*, 164 S.W. at 20 ("if [a party] owns an automobile or truck or other valuable property, although exempt from execution, which he could mortgage or otherwise dispose of and thereby secure the necessary funds without depriving himself and his family of the necessities of life, he should be required to pay the costs, or give security therefor."); see also *White v. Bayless*, 40 S.W.3d 574, 576 (Tex. App.—San Antonio 2001, pet. denied) (per curiam) (no abuse of discretion in sustaining contest where party had given up stock ownership and note, had personal property valued at \$5350 but its location was unknown, and court unsure party had made "real attempt" to find that property; "failing to pursue and use assets that could be used to provide funds for paying for the

appellate record evidence the opposite of a good-faith effort."). The trial court did not abuse its discretion in sustaining the contest and denying the motion for rehearing.

In concluding Balistreri-Amrhein failed to meet her burden and the trial court did not abuse its discretion, we necessarily reject [*11] Balistreri-Amrhein and Balistreri's arguments in their challenge to the court's orders. In addition to reurging the argument made in the affidavit in the Remax appeal that the homestead and car were both protected against a forced sale, they also argue the trial court (a) violated *Texas Rule of Civil Procedure 145* when it considered, during the hearing on the contest, Balistreri's financial state and Balistreri-Amrhein's social security disability income; and (b) lacked jurisdiction to consider the affidavits and contest due to the bankruptcy filing.³ **HN3** [↑] *Texas Rule of Civil Procedure 145*, however, governs affidavits of indigency at the trial court level; it does not apply to appellate proceedings. See *Tex. R. Civ. P. 145*; see also *Baughman v. Baughman*, 65 S.W.3d 309, 312 (Tex. App.—Waco 2001, pet. denied). And, while a

³ Balistreri-Amrhein and Balistreri also complain that the trial court clerk failed to comply with our order to file that portion of the record necessary to review the order sustaining the contest and denying the motion for rehearing because she omitted several documents showing Balistreri-Amrhein's and Balistreri's limited financial resources. In making this argument, Balistreri-Amrhein and Balistreri identify over 100 documents they assert were erroneously omitted from the clerk's record and attach a copy of the trial court's docket sheet reflecting all the filings in the case. They also attach a file-stamped copy of the first page of each of the omitted documents. Of the identified documents, the majority are pleadings concerning the merits of their claim—amended petitions, supplemental pleadings, motions concerning discovery and orders on those motions, recusal motions, and motions for new trial and to modify judgment; they are not encompassed within our order for a record containing "all affidavits of indigency, all contests, any other [*13] documents in support of or opposition to the affidavits, [and] all orders." Of the remaining, all but one are included in the record or were filed directly with this Court. The one not included—"Republic & First American Contest filed before Nov. 1, 2010 indigent status filing & Oct. 20, 2010 on Oct. 29, 2010 long after April 6 & April 23, 2010 indigent status filings" [sic]—is not reflected in the trial court's docket sheet, and a file-stamped copy of it is not included as an attachment.

bankruptcy proceeding stays a suit *against* the debtor thereby precluding the trial court and parties from moving forward on the suit, it does not stay a suit, such as this one, filed by the debtor. See 11 U.S.C. § 362(a)(1) (2004 & Supp. 2010); MacGregor v. Rich, 941 S.W.2d 74, 76 n.1 (Tex. 1997) (per curiam); see also Dickinson v. Dickinson, 324 S.W.3d 653, 656 (Tex. App.—Fort Worth 2010, no pet.). [*12] Nothing in the record shows the trial court abated the case upon the filing of bankruptcy or otherwise lacked jurisdiction to proceed in this case.

Although our scope of review in determining the propriety of the trial court's orders is limited to the evidence before the court at the time of its ruling, we have considered in the interest of justice the additional documents filed following the court's orders. These documents reflect Balistreri-Amrhein's and Balistreri's unsuccessful efforts to obtain a personal loan, the tax lien against Balistreri, and that Balistreri's income is used to pay those expenses Balistreri-Amrhein cannot pay. They also show, however, that Balistreri-Amrhein owns personal property valued at \$7,000—an additional source from which the necessary funds, or security, for the costs of the appeal could be secured.

Conclusion

We [*14] conclude the trial court did not abuse its discretion in sustaining the contest and denying the motion for rehearing, and affirm the orders. We further conclude that none of the additional documents filed by Balistreri-Amrhein and Balistreri following the court's orders support a different result. Accordingly, we deny their request to proceed in these appeals without advance payment of costs.

ELIZABETH LANG-MIERS

JUSTICE

End of Document

EXHIBIT C-2



Neutral

As of: January 25, 2018 5:24 PM Z

Balistreri-Amrhein v. AHI

Court of Appeals of Texas, Fifth District, Dallas

July 31, 2012, Opinion Filed

No. 05-09-01377-CV

Reporter

2012 Tex. App. LEXIS 6258 *; 2012 WL 3100775

DARLENE BALISTRERI-AMRHEIN AND
ANTHONY J. BALISTRERI, Appellants v. AHI &
INSPECTOR AARON D. MILLER, ET AL.,
Appellees

Subsequent History: Released for Publication
September 4, 2012.

Rehearing denied by Balistreri-Amrhein v. AHI,
2012 Tex. App. LEXIS 7704 (Tex. App. Dallas,
Aug. 29, 2012)

Petition for review denied by, Motion denied by
Balistreri v. Riechert, 2012 Tex. LEXIS 1101 (Tex.,
Dec. 14, 2012)

Prior History: [*1] On Appeal from the 296th
Judicial District Court, Collin County, Texas. Trial
Court Cause No. 296-01145.

Balistreri-Amrhein v. AHI, 2011 Tex. App. LEXIS
5068 (Tex. App. Dallas, July 6, 2011)

Counsel: For APPELLANT: Darlene C. Balistreri-
Amrhein, McKinney, TX.

For APPELLEE: J. Kent Newsom, Newsom, Terry
& Newsom, Dallas, TX; Barry H. Fanning, Fanning,
Harper & Martinson, P.C., Dallas, TX; Rick W.
Hightower, Justin Heath Jenkins, Beasley,
Hightower & Hartmann, P.C., Dallas, TX; Carl
Adams, Dallas, TX; Pamela W. Montgomery,
Houston, TX; Ross Wells, Richard Abernathy,
Abernathy, Roeder, Boyd & Joplin, P.C.,
McKinney, TX; Dawn S. Holiday, Jeffrey D.
Roberts, Roberts Markel Weinber, P.C., Houston,
TX.

Judges: Before Justices O'Neill, Richter, and
Francis. Opinion By Justice Richter.

Opinion by: MARTIN RICHTER

Opinion

MEMORANDUM OPINION

Opinion By Justice Richter

Appellants Darlene Balistreri-Amrhein and Anthony
J. Balistreri complain about the trial court's
dismissal of their claims with prejudice against AHI,
Miller, and others. For the reasons that follow, we
affirm the trial court's judgment. The background of
the case and procedural posture are well known to
the parties, and therefore we limit recitation of the
facts. We issue this memorandum opinion
pursuant to Tex. R. App. P. 47.4 because the law
to be applied in this case is well settled.

The pleadings are not clear, but this suit appears
to arise out of a real estate transaction. During
litigation, Balistreri-Amrhein and Balistreri
continually supplemented their pleadings. AHI,
Inspector Miller, and the other defendant/appellees
each filed motions to have the trial court strike
Balistreri-Amrhein and Balistreri's pleadings and
the trial court ordered Balistreri-Amrhein and
Balistreri to file an amended pleading that gave
defendants notice of the claims [*2] against them.
When Balistreri-Amrhein and Balistreri failed to do
so, the trial court struck Balistreri-Amrhein and
Balistreri's ninth amended petition and dismissed
the case with prejudice.

It is well established that pro se litigants are held to the same standards as attorneys and must comply with all applicable and mandatory rules of pleading and procedure. Wheeler v. Green, 157 S.W.3d 439, 444 (Tex. 2005); Amir-Sharif v. Mason, 243 S.W.3d 854, 856 (Tex. App.—Dallas 2008, no pet.). To apply a different set of rules to pro se litigants would be to give an unfair advantage over litigants represented by counsel. Mansfield State Bank v. Cohn, 573 S.W.2d 181, 184-85 (Tex. 1978). Accordingly, Balistreri-Amrhein and Balistreri must comply with the applicable law and rules of procedure. Mansfield State Bank, 573 S.W.2d at 185.

The Texas Rules of Appellate Procedure control the required contents and organization for an appellant's brief. See Tex. R. App. P. 38.1. Appellant's brief must concisely state all issues or points presented for review. Tex. R. App. P. 38.1(f). Appellant's brief must also contain, among other things, clear and concise argument for appellant's contentions with appropriate [*3] citations to authorities and the record. See Tex. R. App. P. 38.1(i). When a party fails to brief a complaint adequately, he waives the issue on appeal. Devine v. Dallas County, 130 S.W.3d 512, 513-14 (Tex. App.—Dallas 2004, no pet.); Leyva v. Leyva, 960 S.W.2d 732, 734 (Tex. App.—El Paso 1997, no writ) (failure to cite legal authority in support of a point of error results in waiver of the complaint).

Balistreri-Amrhein and Balistreri's brief does not contain any legal analysis, nor does it discuss their assertions of error. Thus, Balistreri-Amrhein and Balistreri has not identified an issue for review. See Fredonia State Bank v. Gen. Am. Life Ins. Co., 881 S.W.2d 279, 284 (Tex. 1994). Balistreri-Amrhein and Balistreri's brief does not contain a statement of facts pertinent to the issues with appropriate record references. Although Balistreri-Amrhein and Balistreri were given the opportunity to correct the deficiencies in their brief, they failed to do so. Because Balistreri-Amrhein and Balistreri have failed to comply with Texas Rules of Appellate Procedure 38, they have waived their issues on appeal. See Devine, 130 S.W.3d at 513-14 (holding failure to adequately brief complaint

waives [*4] issue on appeal). The judgment of the trial court is affirmed.

MARTIN RICHTER

JUSTICE

JUDGMENT

In accordance with this Court's opinion of this date, the judgment of the trial court is **AFFIRMED**. It is **ORDERED** that appellees AHI & INSPECTOR AARON D. MILLER, ET AL. recover their costs of this appeal from appellants DARLENE BALISTRERI-AMRHEIN AND ANTHONY J. BALISTRERI.

Judgment entered July 31, 2012.

/s/ Martin Richter

MARTIN RICHTER

JUSTICE

End of Document



Neutral
As of: February 7, 2018 3:36 PM Z

Balistreri-Amrhein v. AHI

Court of Appeals of Texas, Fifth District, Dallas

August 29, 2012, Decided

Case Number: 05-09-01377-CV

Reporter

2012 Tex. App. LEXIS 7704 *

Darlene C. Balistreri-Amrhein v. AHI & Inspector Aaron D.
Miller

Notice: DECISION WITHOUT PUBLISHED OPINION

Prior History: [*1] Trial Court: 296TH DISTRICT COURT.
Trial County: COLLIN.

**Balistreri-Amrhein v. AHI, 2012 Tex. App. LEXIS 6258 (Tex.
App. Dallas, July 31, 2012)**

Opinion

Rehearing Denied.

End of Document



Neutral
As of: February 7, 2018 3:36 PM Z

Balistreri v. Riechert

Supreme Court of Texas

December 14, 2012, Order Pronounced

12-0800

Reporter

2012 Tex. LEXIS 1101 *

DARLENE C. BALISTRERI-AMRHEIN AND ANTHONY J. **BALISTRERI** v. JERRY RIECHERT, LORI RIECHERT, RE MAX NORTH CENTRAL, AGENTS DARNALL, CALKINS, WILLILAMS, PALMER, REPUBLIC OF TEXAS, FIRST AMERICAN TITLE INSURANCE COMPANY, AHI & AARON MILLER, STONEBRIDGE RANCH HOA, CMA & RTI, NEWLAND COMMUNITIES, THOMAS MURPHY, ET AL.

Notice: DECISION WITHOUT PUBLISHED OPINION

Subsequent History: Motion for rehearing on petition for review denied by, Motion granted by **Balistreri v. Riechert**, 2013 Tex. LEXIS 375 (Tex., May 3, 2013)

Prior History: [*1] From Collin County; 5th Court of Appeals District (05-09-01377-CV, ___ S.W.3d ___, 2012 Tex. App. LEXIS 6258, 07-31-12).

Balistreri-Amrhein v. AHI, 2012 Tex. App. LEXIS 6258 (Tex. App. Dallas, July 31, 2012)

Judges: Justice Boyd did not participate.

Opinion

PETITION FOR REVIEW DENIED: as supplemented.

motion to recuse denied

motion to abate denied

End of Document

EXHIBIT D-1

Amrhein v. La Madeleine, Inc.

County Court of Texas, Dallas County

December 21, 2012, Filed

3:11-cv-02440-P

Reporter

2012 Tex. Cnty. LEXIS 5509 *

DARLENE C. AMRHEIN, Plaintiff, v. LA
MADELEINE, INC., et al., Defendant.

Judges: [*1] JORGE A. SOLIS, United States
District Judge

Opinion by: JORGE A. SOLIS

Opinion

ORDER

Now before the Court are a total of 17 motions. (Docs. 73, 75, 80, 82-85, 87-88, 90, 95-96, 98, 101, 103, 106, 109) Notwithstanding pending motions, responses, and objections, Plaintiff filed a Third Amended Complaint without leave to amend on August 24, 2012. (Doc. 102) Plaintiff then moved to supplement this pleading on August 30, 2012. (Doc. 103) After reviewing the parties' briefing, the evidence, and the applicable law, the Court DISMISSES WITH PREJUDICE all claims against Defendants. The Court reminds Plaintiff that claims dismissed with prejudice are not subject to re-filing and must be appealed. To this end, any attempt to re-file may result in sanctions or other disciplinary measures.

I. Background

This case involves an employment dispute that grew into allegations against all branches of government for the State of Texas. Defendant La Madeleine, Inc. ("La Madeleine") employed Plaintiff from August 1994 to February 1996. (Doc. l.p. 12) On August 29, 1994, Plaintiff sued La Madeleine in

state court. (Doc. 103, p. 5) Plaintiff avers that she litigated this dispute in Texas state court—both at the trial and appellate levels—for [*2] over fourteen years. (*Id.* at 10)

After exhausting her options in state court, Plaintiff turned to the federal system. On August 16, 2011, proceeding *pro se*, Plaintiff filed suit in the Eastern District of Texas, alleging numerous constitutional and statutory violations against La Madeleine as well as various state entities and officials. (Doc. 1, pp. 20-22) On August 26, 2011, the lawsuit was transferred to the Northern District of Texas. (Doc. 61) On April 5, 2012, Plaintiff moved to supplement her pleadings. (Doc. 73) On May 10, 2012, Plaintiff moved to join several indispensable parties. (Doc. 75) On May 16, 2012, Plaintiff filed her First Amended Complaint. (Doc. 78) After a series of motions to dismiss, on July 17, 2012, Plaintiff moved for leave to file a Second Amended Complaint. (Doc. 87) On that same day, Plaintiff moved to join four other indispensable parties. (Doc. 88) After a series of motions to dismiss and without a ruling on her motion for leave, on August 10, 2012, Plaintiff moved to file a Third Amended Complaint. (Doc. 98) Without an order granting leave, on August 24, 2012, Plaintiff filed a Third Amended Complaint totaling over 200 pages. (Doc. 102) Six days later, [*3] Plaintiff moved to supplement the Third Amended Complaint. (Doc. 103) Thereafter, Defendants filed a flurry of motions to strike these pleadings. (Docs. 106, 109)

Reviewing the Third Amended Complaint, Plaintiff incorporates the relief otherwise requested in her previous motions to join and supplement. As Plaintiff proceeds *pro se*, the Court considers all causes of action asserted in the Third Amended Complaint and Supplemental Brief, addressing all

motions to dismiss as they apply to these actions. (See Docs. 102,103)

In her Third Amended Complaint, Plaintiff sues approximately 27 individuals and entities: La Madeleine; the State of Texas; Texas Governor Rick Perry; Texas Attorney General Gregg Abbott; Secretary of Texas Hope Andrade; the Texas State Legislature; Dallas County, Texas; Dallas County Clerk John F. Warren; Dallas County Courts Nos. 1, 3, and 5; the Texas Supreme Court; the County Court at Law, Fifth District of Texas; the First Administrative Judicial Region; the State Bar of Texas; the Honorable John Ovard; the Honorable Ted Akin; the Honorable D'Metria Benson; the Honorable Sally Montgomery; Attorney Robert Clarkson; Attorney Jerry Fazio; Attorney Brett Cornwell; Owen [*4] & Fazio, P.C.; Union Security Insurance Company; Michelle Falen; the Texas Department of Insurance; and Texas Insurance Commissioner Eleanor Kitzman. (Doc. 102, pp. 2-5; Doc. 103, pp. 2-3)

To varying degrees, Plaintiff brings "52 plus" causes of action plus a variety of state and federal constitutional violations and attempts to hold all Defendants jointly and severally liable. (Doc. 102, pp. 10-198; Doc. 103, pp. 3-6)

The Court now addresses the sufficiency of the pleadings.

II. Legal Standard

A court may dismiss a complaint under Federal Rule of Civil Procedure 12(b)(6) when a defendant shows that the plaintiff failed to state a claim for which relief can be granted. See Fed. R. Civ. P. 12(b)(6). "To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" Iqbal v. Ashcroft, 556 U.S. 662, 129 S. Ct. 1937, 1949, 173 L. Ed. 2d 868 (2009) (quoting Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570, 127 S. Ct. 1955, 167 L. Ed. 2d 929 (2007)). The factual matter contained in the complaint must allege actual facts, not legal conclusions dressed up as facts. Id. at 1949-50 ("Although for the purposes of a motion to dismiss

we must take all of the factual allegations in the complaint as true, [courts] 'are not bound to accept as true a legal conclusion couched as a factual allegation.'" (quoting Twombly, 550 U.S. at 555). Additionally, the factual allegations [*5] of a complaint must state a plausible claim for relief. Id. A complaint states a "plausible claim for relief" when the factual allegations contained therein infer actual misconduct on the part of the defendant, not a "mere possibility of misconduct." Id.; see also Jacquez v. Proctor, 801 F.2d 789, 791-92 (5th Cir. 1986).

Enveloped within these standards, federal courts hold *pro se* complaints to "less stringent standards than formal pleadings drafted by lawyers" and indulge a more liberal pleading construction. Haines v. Kerner, 404 U.S. 519, 520, 92 S. Ct. 594, 30 L. Ed. 2d 652 (1972); see also Fierro v. Knight Transp., No. EP-12-CV-00218-DCG, 2012 U.S. Dist. LEXIS 133249, at *4-5 (W.D. Tex. Sept. 18, 2012) ("Moreover, a court reviews *pro se* pleadings under a less stringent standard than those drafted by attorneys, and such pleadings are entitled to a liberal construction that includes all reasonable inferences which can be drawn from them."). Indeed, a *pro se* party should be allowed "every reasonable opportunity to amend" her complaint to satisfy the federal rules. Pena v. United States, 157 F.3d 984, 987 (5th Cir. 1998).

In addition to parties, a court may *sua sponte* dismiss for failure to state a claim. Carroll v. Fort James Corp., 470 F.3d 1171, 1177 (5th Cir. 2006). A *sua sponte* dismissal is proper only "as long as the procedure employed is fair." Id. (quotation marks and citation omitted). Fairness generally requires "both notice of the court's intention and an opportunity to respond." Id. Even [*6] if the court fails to provide notice, dismissal is nevertheless appropriate if the plaintiff has alleged her "best case" given the circumstances. Lozano v. Ocwen Fed. Bank, FSB, 489 F.3d 636, 643 (5th Cir. 2007) ("We do not always require notice prior to *sua sponte* dismissal for failure to state a claim, as long as the plaintiff has alleged his 'best case.'" (quoting Bazrowx v. Scott, 136 F.3d 1053, 1054 (5th Cir. 1998))). "At some point a court must decide that a plaintiff has had fair opportunity to make [her] case;

if, after that time, a cause of action has not been established, the court should finally dismiss the suit." *Jacquez v. Proconier*, 801 F.2d 789, 792 (5th Cir. 1986). Multiple amendments militate in favor of dismissal if the best case is still not good enough. See, e.g., *Real Estate Innovations, Inc. v. Hous. Ass'n of Realtors, Inc.*, 422 F. App'x 344, 352 (5th Cir. 2011) (per curiam) (unpublished) ("The district court permitted REI to amend its complaint four times to correct deficiencies noted by the court before its *sua sponte* dismissal. REI's explanation for wanting to amend again did not offer reasons that would change the outcome of the case. REI had the opportunity to allege its best case. We find no error in the dismissal of REP's remaining claims.").

III. Discussion

Defendants move to dismiss for a variety of reasons premised on each entity's unique circumstances. These grounds include, *inter alia*, lack of subject matter jurisdiction, [*7] want of personal jurisdiction, and insufficient service of process. (Docs. 80, 90, 95, 96, 101) Even so, no matter who or what the entity is, they all have a common argument to dismiss for failure to state a claim. (Docs. 80, 82, 83, 84, 85, 90, 95, 96)

Liberalizing Plaintiff's third attempt to satisfy the federal pleadings standards, Plaintiff fails to state claims for relief on all grounds asserted. Wading through 200 pages of pleadings and supplementary filings, Plaintiff vents general frustration toward the legal process in state court and then—defendant-by-defendant—lists all causes of action that she pursues against each entity. (See Docs. 102, 103) The pleadings did not discuss elements and fail to link specific facts to the asserted actions. Plaintiff concludes by requesting relief for injuries that seem nebulous without facts to demonstrate actual harm. To the extent that legally relevant facts are present, there is nothing to connect an unsuccessful foray in state court to the litany of claims now championed in the Third Amended Complaint. In Plaintiff's third effort, it is still unclear how these under-pled vague facts rise up and create a right to recover in law [*8] or

equity. See *Ashcroft v. Iqbal*, 556 U.S. 662, 679, 129 S. Ct. 1937, 173 L. Ed. 2d 868 (2009) ("In keeping with these principles, a court considering a motion to dismiss can choose to begin by identifying pleadings that, because they are no more than conclusions, are not entitled to the assumption of truth. While legal conclusions can provide the framework of a complaint, they must be supported by factual allegations."). ¹

Importantly, Plaintiff was put on notice of these defects via continual motions to dismiss filed throughout this litigation and appears to present her best case with these latest filings. In each motion, Defendants assert a variety of arguments that Plaintiff fails to shore up even now. To the extent that claims exist in this Third Amended Complaint that were not previously addressed by the motions to dismiss, the Court *sua sponte* grants dismissal of these remaining claims because, given the barrage of motions to dismiss, Plaintiff was sufficiently aware of the pleading defects and [*10] declined rectify the common deficiencies found throughout each complaint previously filed. Indeed, the Third Amended

¹Notably, some Defendants do receive more attention than others. For the State Bar of Texas, Plaintiff alleges that various attorneys are crooks and stole her money. (Doc. 102, pp. 81-82) These contentions are vague and lack an underlying factual basis. As such, relief cannot be granted from surmise and conjecture. For Dallas County, Plaintiff points out that certain important documents are lost or missing. (*Id.* at 99) Again, nothing helps the Court to determine what relief is sought here. Moreover, the surrounding facts concerning these alleged incidents are absent from the record. For the First Administrative Judicial Region, the Honorable John Ovard, the Honorable D'Metria Benson, the Honorable Ted Akin, and the Honorable Sally Montgomery, Plaintiff asserts varying degrees of judicial misconduct, but fails to demonstrate which facts support [*9] her actions. (*Id.* at 106-110, 117-121, 146-47, 154-59, 165-67, 173-74) For County Courts at Law Nos. 1, 3, and 5, Plaintiff floats out complaints and injuries, but never directly relates these facts to the claims asserted. (*Id.* at 128-39) For Union Security Insurance Company, Michelle Falen, the Texas Department of Insurance, and Commissioner Kitzman, Plaintiff suggests that these entities and individuals mishandled her disability benefits and obstructed discovery. (*Id.* at 181-83, 190-92) Notwithstanding that these statements are generalizations, Plaintiff declines to articulate how this impacts her lawsuit.

Complaint is Plaintiff's best effort to bring an ultimately unsuccessful lawsuit. See Bell Atl. Corp. v. Twombly, 550 U.S. 544, 563, 127 S. Ct. 1955, 167 L. Ed. 2d 929 (2007) ("[O]nce a claim has been stated adequately, it may be supported by showing any set of facts consistent with the allegations in the complaint."). As such, Plaintiff fails to plead sufficient facts to make out any cause of action to survive dismissal.

Mindful that Plaintiff proceeds *pro se*, the Court offers the following. The legal process may be frustrating and can be time consuming. It appears that Plaintiff has been in and out of court for over 16 years attempting to find a favorable resolution for her plight. Both the federal and state legal systems present viable options among many to resolve disputes. Nonetheless, these options do not guarantee success. A manifold time investment accrues each time a lawsuit is filed—whether meritorious or based solely on bare accusations and supposition without underlying factual support. See Twombly, 550 U.S. at 559 ("[T]he threat of discovery expense will push cost-conscious defendants to settle even anemic cases before reaching those proceedings."). If justice and fairness is [*11] your aim, a lawsuit must carry some meaningful harm that is legally cognizable and backed with facts beyond the frustration of allegedly not getting a fair shake. (Doc. 102, pp. 198-99); see also Iqbal, 556 U.S. at 678 ("[The federal pleading standard] demands more than an unadorned, the-defendant-unlawfully-harmed-me accusation.").

In sum, all claims are dismissed with prejudice.

IV. Conclusion

For the foregoing reasons, the Court DISMISSES WITH PREJUDICE all claims against Defendants. The Court reminds Plaintiff that claims dismissed with prejudice may not be re-filed and must be appealed. To this end, any attempt to re-file may result in sanctions of other disciplinary measures,

IT IS SO ORDERED.

Signed this 21st day of December, 2012.

/s/ [Signature]

UNITED STATES DISTRICT JUDGE

FINAL JUDGMENT

Pursuant to this Court's Order dated December 21, 2012, the Court issues judgment as follows:

- (1) Plaintiff's claims against all Defendants are dismissed with prejudice; and
- (2) Costs are assessed against Plaintiff.

IT IS SO ORDERED.

SIGNED this 31st day of December, 2012.

/s/ [Signature]

UNITED STATES DISTRICT JUDGE

End of Document

EXHIBIT D-2

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

Darlene C Amrhein,	§	
Plaintiff,	§	
	§	
v.	§	No. 3:11-cv-02440-P
	§	
La Madeleine Inc, et al,	§	
Defendants.	§	


FINAL JUDGMENT

Pursuant to this Court's Order dated December 21, 2012, the Court issues judgment as follows:

- (1) Plaintiff's claims against all Defendants are dismissed with prejudice; and
- (2) Costs are assessed against Plaintiff.

IT IS SO ORDERED.

SIGNED this 31st day of December, 2012.



JORGE A. SOLIS
UNITED STATES DISTRICT JUDGE

EXHIBIT D-3

**IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

No. 13-10670
Summary Calendar

United States Court of Appeals
Fifth Circuit

FILED

January 5, 2015

Lyle W. Cayce
Clerk

DARLENE C. AMRHEIN,

Plaintiff - Appellant

v.

LA MADELEINE, INCORPORATED; STATE OF TEXAS; RICK PERRY,
Governor; GREGG ABBOTT, Attorney General; ANDRES ANDRADE,
Secretary of State; TEXAS STATE LEGISLATURE; DALLAS COUNTY;
JOHN F. WARREN, County Clerk of Records; SALLY MONTGOMERY,
Judge, County Court at Law No. 3; D'METRIA BENSON, Judge, County
Court at Law No. 1; TED AKIN, Judge, County Court at Law No. 1; JOHN
OVARD, Administrative Judge; REGIONAL ADMINISTRATIVE COURT;
COUNTY COURT AT LAW FIFTH DISTRICT OF TEXAS; STATE BAR OF
TEXAS; SUPREME COURT OF TEXAS; JERRY FAZIO; ROBERT
CLARKSON; DALLAS TEXAS COURTS & JUDGES; JACK PIERCE;
BALIFF CHRISTENSON; SECRETARY OF STATE HOPE ANDRADE;
OWEN & FAZIO, P.C. LAW FIRM; BRETT CORNWELL; UNION
SECURITY INSURANCE COMPANY,

Defendants - Appellees

Appeal from the United States District Court
for the Northern District of Texas
USDC No. 3:11-CV-2440

Before REAVLEY, DENNIS, and SOUTHWICK, Circuit Judges.

No. 13-10670

PER CURIAM:*

Darlene Amrhein originally brought this employment action against La Madeleine, Inc. in Texas state court. She indicates that the litigation has been ongoing for 14 years. She has made allegations against all branches of the Texas government and several private individuals. In the current federal-court lawsuit, Amrhein sued several new defendants and amended her complaint three times. The current complaint totals over 200 pages and includes over 52 issues. In granting the defendants' motions under Rule 12(b)(6), the district court held that Amrhein had failed to state a claim for which relief could be granted. We AFFIRM.

We review a district court's grant of a motion to dismiss under Rule 12(b)(6) *de novo*. *Ferrer v. Chevron Corp.*, 484 F.3d 776, 780 (5th Cir. 2007). *Pro se* plaintiffs generally are allowed to amend their pleadings to present a claim upon which relief may be granted "unless it is obvious from the record that the plaintiff has pled his best case." *Hale v. King*, 642 F.3d 492, 503 (5th Cir. 2011) (citations omitted). Courts cannot decide cases unless the plaintiff's claims have a specific basis in facts, thus allowing the court to consider whether relief should be granted. "[A] complaint must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" *Ashcroft v. Iqbal*, 129 S. Ct. 1937, 1949 (2009) (citation omitted).

We agree with the district court that even after several amendments, Amrhein's pleadings never became sufficiently clear to permit the suit to proceed. The complaint must demonstrate that there is more than a "mere

* Pursuant to 5TH CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.

No. 13-10670

possibility of misconduct.” *Hale*, 642 F.3d at 499 (citation omitted). Amrhein’s complaint failed to do so.

As noted by the district court, Amrhein is apparently frustrated because she has not gotten the resolution she seeks. The courts can resolve disputes brought to them only under the requirements established by the Constitution, statutes, rules, and caselaw. The resolution almost always disappoints someone. Amrhein might well serve her own interests by seeking competent legal advice before deciding to continue pursuing a court ruling in her favor.

All pending motions are denied.

AFFIRMED.

EXHIBIT D-4



Neutral

As of: February 1, 2018 7:55 PM Z

Amrhein v. La Madeleine, Inc.

Supreme Court of the United States

October 5, 2015, Decided

No. 14-10038.

Reporter

2015 U.S. LEXIS 4965 *; 136 S. Ct. 86; 193 L. Ed. 2d 76; 84 U.S.L.W. 3167

Darlene C. Amrhein, Petitioner v. La Madeleine,
Inc., et al.

Subsequent History: US Supreme Court
rehearing denied by Amrhein v. La Madeleine, Inc.,
2015 U.S. LEXIS 7403 (U.S., Nov. 30, 2015)

Prior History: *Amrhein v. La Madeleine, Inc.*, 589
Fed. Appx. 258, 2015 U.S. App. LEXIS 59 (5th Cir.
Tex., 2015)

Judges: [*1] Roberts, Scalia, Kennedy, Thomas,
Ginsburg, Breyer, Alito, Sotomayor, Kagan.

Opinion

Petition for writ of certiorari to the United States
Court of Appeals for the Fifth Circuit denied.

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EXHIBIT D-5

Amrhein v. La Madeleine, Inc.

Supreme Court of the United States

November 30, 2015, Decided

No. 14-10038.

Reporter

2015 U.S. LEXIS 7403 *; 136 S. Ct. 574; 193 L. Ed. 2d 456; 84 U.S.L.W. 3301

Darlene C. Amrhein, Petitioner v. La Madeleine,
Inc., et al.

Prior History: *Amrhein v. La Madeleine, Inc.*, 136
S. Ct. 86, 193 L. Ed. 2d 76, 2015 U.S. LEXIS 4965
(U.S., 2015)

Judges: [*1] Roberts, Scalia, Kennedy, Thomas,
Ginsburg, Breyer, Alito, Sotomayor, Kagan.

Opinion

Petition for rehearing denied.

End of Document

EXHIBIT E-1



Neutral

As of: February 1, 2018 7:40 PM Z

Amrhein v. La Madeleine, Inc.

Court of Appeals of Texas, Sixth District, Texarkana
February 28, 2013, Submitted; March 6, 2013, Decided
No. 06-12-00107-CV

Reporter

2013 Tex. App. LEXIS 2191 *

DARLENE C. AMRHEIN, Appellant v. LA
MADELEINE, INC., Appellee

Subsequent History: Rehearing overruled by
Amrhein v. La Madeleine, Inc., 2013 Tex. App.
LEXIS 3765 (Tex. App. Texarkana, Mar. 26, 2013)

Reconsideration denied by, En banc *Amrhein v. La
Madeleine, Inc.*, 2013 Tex. App. LEXIS 5367 (Tex.
App. Texarkana, Apr. 30, 2013)

Petition for review dismissed by, Motion denied by
Amrhein v. La Madeleine, Inc., 2013 Tex. LEXIS
504 (Tex., June 21, 2013)

Petition for review dismissed by *Amrhein v. La
Madeleine, Inc.*, 2013 Tex. LEXIS 815 (Tex., Sept.
27, 2013)

Petition for review denied by *Amrhein v. La
Madeleine, Inc.*, 2014 Tex. LEXIS 122 (Tex., Feb.
7, 2014)

Related proceeding at *Amrhein v. United States*,
2017 U.S. Dist. LEXIS 144092 (E.D. Tex., June 23,
2017)

Prior History: [*1] On Appeal from the County
Court at Law No. 5, Dallas County, Texas. Trial
Court No. CC-96-10227-E.

Amrhein v. La Madeleine, Inc., 2009 Tex. App.
LEXIS 5007 (Tex. App. Dallas, June 30, 2009)

Case Summary

Procedural Posture

Appellant worker sued appellee company for gross negligence and other claims. The County Court at Law No. 5, Dallas County (Texas) first granted the company no-evidence summary judgment. The appellate court affirmed as to the negligence claims, but reversed as to the other claims. On remand, the company filed another motion relating to the other claims, which the trial court granted. The worker appealed. The case was transferred to the court.

Overview

The worker raised various claims against the company. Ultimately, they were all dismissed when the trial court granted the company summary judgment. The court affirmed on appeal. The court's review of the worker's pro se brief led to the conclusion that it was incomprehensible. Although the brief provided a list of causes of action, there was no analysis, and she did not provide any evidence that would have shown a genuine issue of material facts. Her brief did not argue her position, contrary to *Tex. R. App. P. 38.1(i)*. Thus, nothing was presented for review.

Outcome

The court affirmed.

LexisNexis® Headnotes

Civil Procedure > Appeals > Appellate Briefs

HN1 [↓] Appeals, Appellate Briefs

At a minimum, a complaint on appeal must address specific errors committed by the trial court.

Civil Procedure > Parties > Pro Se Litigants > General Overview

HN2 Parties, Pro Se Litigants

A pro se litigant is held to the same standards as licensed attorneys and must therefore comply with applicable laws and rules of procedure. Otherwise, pro se litigants would be given an unfair advantage over those parties represented by counsel. The court cannot make allowances just because a litigant is not an attorney.

Civil Procedure > Appeals > Appellate Briefs

Civil Procedure > Appeals > Standards of Review > General Overview

HN3 Appeals, Appellate Briefs

When the appellant does not provide the appellate court with argument that is sufficient to make an appellate complaint viable, the appellate court will not perform an independent review of the record and applicable law in order to determine whether the error complained of occurred. It is inappropriate for the appellate court to create arguments where none exist. The appellate court is an arbiter. The appellate court does not take positions for parties, but examines the positions taken by them. The appellate court will not do the job of the advocate.

Civil Procedure > Appeals > Appellate Briefs

Civil Procedure > Appeals > Standards of Review > General Overview

HN4 Appeals, Appellate Briefs

The Texas Rules of Appellate Procedure require an appellant's brief to contain a clear and concise argument for the contentions made, with appropriate citations to authorities and to the

record. Tex. R. App. P. 38.1(i). The appellate court is not required to search the record, with no guidance from appellants, to see if an issue of material fact was raised by the record.

Counsel: Darlene C. Amrhein, McKinney, TX.

Hon. Brett M. Cornwell, Hon. Jerry Fazio, Owen & Fazio, PC, Dallas, TX.

Judges: Before Morriss, C.J., Carter and Moseley, JJ. Memorandum Opinion by Justice Carter.

Opinion by: Jack Carter

Opinion

Memorandum Opinion by Justice Carter

MEMORANDUM OPINION

Darlene C. Amrhein initially sued La Madeleine, Inc., for failing to provide a safe workplace, alleging primarily that she developed carpal tunnel syndrome from the repetitive motion of tossing or mixing salads over a period of less than five months.¹ See Amrhein v. La Madeleine, Inc., No. 05-08-00350-CV, 2009 Tex. App. LEXIS 5007, 2009 WL 1883737, at *5 (Tex. App.—Dallas Jun. 30, 2009, pet. denied).² La Madeleine filed a no-evidence motion for summary judgment, the trial court granted La Madeleine's motion, and it dismissed all of Amrhein's claims. *Id.* The Dallas Court of Appeals affirmed the trial court's judgment with respect to negligence claims. 2009 Tex. App. LEXIS 5007, [WL] at *7. However, because Amrhein asserted other claims "including gross negligence, breach of implied contract, bad faith

¹ Amrhein's date of hire was listed as September 1, 1994, and her complaints of injury alleged a date of injury as January 26, 1995.

² Originally appealed to the Dallas Court of Appeals, this case was transferred to this Court by the Texas Supreme Court pursuant to its docket equalization efforts. See Tex. Gov't Code Ann. § 73.001 (West 2005). We are unaware of any conflict between precedent of the Fifth Court of Appeals and that of this Court on any relevant issue. See Tex. R. App. P. 41.3.

and breach of the duty of good faith and fair dealing, conspiracy, fraudulent conduct, misrepresentations, and intentional infliction of emotional distress" and La Madeleine's no-evidence motion for [*2] summary judgment failed to address these claims, the Dallas court reversed the trial court's summary judgment on these claims and remanded the matter for further proceedings in the trial court. *Id.* La Madeleine filed a second no-evidence motion for summary judgment relating to Amrhein's remaining claims. In response, Amrhein attached summary judgment evidence that related only to her already dismissed negligence claim. The trial court granted La Madeleine's motion, and Amrhein's remaining claims were dismissed.

Amrhein penned the following as "issues presented" in her pro se brief:

- 1) Abuse of Discretion, Arbitrarily Acts; No Reference to Guiding Legal Principles;
- 2) No Jurisdiction on state & federal [*3] claims; (ERISA, discriminations, defamation);³
- 3) No Reinstatement from "2009⁴ automatic bankruptcy stay" in case for jurisdiction;
- 4) Two Abatements refused, not heard & denied & refused authentications;
- 5) Denied discovery, abuses, no enforcement, sanctions abuses & secrecy of evidence;⁵
- 6) Treating Appellant differently then Appellee, Exparate [sic] Communications -2 books;⁶
- 7) Denied access to courts & elimination of court reporter record for Appeal;

³ Amrhein's motion for leave to file over fifty causes of action [*5] was denied by the trial court.

⁴ This case was transferred to the County Court at Law No. 5 on September 9, 2011.

⁵ No order on Amrhein's discovery motions appears in the record.

⁶ Amrhein filed several motions to recuse several judges during the course of this litigation which began in 1996. Judge Michael Snipes, who ruled on Amrhein's last motion to recuse, determined that the motion was "groundless with no basis in law or fact," and "was filed in bad faith and for the purpose of harassment, and was clearly brought for the purpose of unnecessary delay and without sufficient cause." There is no appeal from this order.

- 8) Favoritism, secrecy, denied summary judgments & pandering for money-Judge Akin;
- 9) Denied hearings, settings, motions, evidence, 3 summary judgments & responses, objections, amended pleadings, deposition, affidavits, 62 causes of action as filed;⁷
- 10) Negligence err decided no examination of complete 16 plus year record for ruling;
- 11) Gross Negligence is negligence, summary judgment motion contrary to order, errors;⁸
- 12) Frauds, intents, retaliation, caused injuries, loss, damages & harm against Appellant;
- 13) Threats, harass, bias, discriminations, prejudice, conflict of interests (federal lawsuit);
- 14) No examination of record, no case knowledge, elimination & prevention of evidence;
- 15) Refuse correcting errors, orders, no service to prevent [*4] examination, unjust sanctions;
- 16) No "Due Process," No Jury Trial (paid), 16 plus years litigation, 4 Appeals & costs;
- 17) Two Recusals, Unjust Sanctions, Incomplete Recusal Hearing, Invalid Order;
- 18) Cover up, conspiracy, intimidation, confusion, incompetence, multiple judges, errors;
- 19) Motion For New Trial denied, no hearing, violated state & federal laws, legislating from bench, witness tampering, violations of authority, licensing & oath of office;
- 20) Violations of 3 Appeal Orders, denied Constitutional Rights, filed evidence is more than scintilla of proof, arbitrary acts without guiding principles under color of law;
- 21) Invalid, vague Orders, missing records, decide Federal claims, frauds, no jurisdiction.

HN1 [¶] At a minimum, "[a] complaint on appeal

⁷ Amrhein filed her own motion for summary judgment and complains that the trial court refused to hear her motion but heard La Madeleine's motion. La Madeleine filed no claims against Amrhein.

⁸ La Madeleine argued that since the Dallas Court of Appeals affirmed the grant of summary judgment on Amrhein's claims of negligence, her gross negligence complaints could not prevail.

must address specific errors" committed by the trial court. Cammack the Cook, L.L.C. v. Eastburn, 296 S.W.3d 884, 889 (Tex. App.—Texarkana 2009, pet. denied). Because this appeal was filed following the dismissal of Amrhein's remaining causes of action, we necessarily must presume that Amrhein appeals from the grant of La Madeleine's summary judgment and the order of dismissal.

HN2 [↑] A pro se litigant is held to the same standards as licensed attorneys and must therefore comply with applicable laws and rules of procedure. Decker v. Dunbar, 200 S.W.3d 807, 809 (Tex. App.—Texarkana 2006, pet. denied) [*6] (citing Strange v. Continental Cas. Co., 126 S.W.3d 676, 678 (Tex. App.—Dallas 2004, pet. denied)); Clark v. Yarbrough, 900 S.W.2d 406, 409 (Tex. App.—Texarkana 1995, writ denied). Otherwise, pro se litigants would be given an unfair advantage over those parties represented by counsel. Greenstreet v. Heiskell, 940 S.W.2d 831, 835 (Tex. App.—Amarillo 1997, no writ). We cannot make allowances just because a litigant is not an attorney. Foster v. Williams, 74 S.W.3d 200, 202 (Tex. App.—Texarkana 2002, pet. denied).

Our review of Amrhein's pro se brief leads us to the unfortunate conclusion that it is incomprehensible. It can accurately be described as a fifty-page denunciation of perceived slights by the legal system and her belief that because she has not prevailed, the system has treated her unfairly at every turn.⁹ While the brief provides a list of the remaining causes of action of gross negligence, breach of implied contract, bad faith and breach of the duty of good faith and fair dealing, conspiracy, fraudulent conduct, misrepresentations, and intentional infliction of emotional distress (as well as a number of other causes of action not included in the live pleading), she has provided [*7] us with

⁹ The following is a sample of some of the alleged grievances as listed in the Summary of Argument section: No jurisdiction, unfairness, ignored state laws, no due process, incompetence, conflict of interest, bias, favoritism, threats, unjust sanctions, frauds, intimidation, retaliation, denied hearings, discriminations, abuse of process, delays, harassment, defamation, conspiracy, unethical judges, no fairness, and breaches of oath of office.

no analysis. Even though Amrhein states she has "96 Reasons" for reversal,¹⁰ the brief does not specify any evidence which would demonstrate that a genuine issue of material fact was raised by Amrhein. Simply put, despite having a section labeled "argument," her brief does not argue her position. The argument portion of the briefing relating to the grant of summary judgment to La Madeleine is missing.

HN3 [↑] When the appellant does not provide us with argument [*8] that is sufficient to make an appellate complaint viable, we will not perform an independent review of the record and applicable law in order to determine whether the error complained of occurred. In re Estate of Bean, 206 S.W.3d 749, 756 n.5 (Tex. App.—Texarkana 2006, pet. denied) (citing Ferguson v. DRG/Colony N., Ltd., 764 S.W.2d 874, 887 (Tex. App.—Austin 1989, writ denied); Most Worshipful Prince Hall Grand Lodge v. Jackson, 732 S.W.2d 407, 412 (Tex. App.—Dallas 1987, writ ref'd n.r.e.)). It is inappropriate for this Court to create arguments where none exist. We are arbiters. We do not take positions for parties, but examine the positions taken by them. "[W]e will not do the job of the advocate." Paselk v. Rabun, 293 S.W.3d 600, 613 (Tex. App.—Texarkana 2009, pet. denied) (citing Maranatha Temple, Inc. v. Enter. Prods. Co., 893 S.W.2d 92, 106 (Tex. App.—Houston [1st Dist.] 1994, writ denied)); Most Worshipful, 732 S.W.2d at 412.

The brief in this case contains no legal argument or discussion of why the trial court erred in granting the summary judgment. **HN4** [↑] "The Texas Rules of Appellate Procedure require an appellant's brief to contain 'a clear and concise argument for the contentions [*9] made, with appropriate citations to authorities and to the record.'" Decker, 200 S.W.3d at 809 (quoting Tex. R. App. P. 38.1(i)). "We are not required to search the record, with no guidance from appellants, to see if an issue of material fact

¹⁰ These include, among many others, blanket statements of lack of jurisdiction, conflicts of interest, ERISA, court reporter, recusals, ex parte communications, disability, senior citizen, humiliation, trickery, conspiratorial actions of judges, racketeering (RICO), and dereliction of duty.

was raised by the record." Trebesch v. Morris, 118 S.W.3d 822, 825 (Tex. App.—Fort Worth 2001, *pet. denied*) (citing Hall v. Stephenson, 919 S.W.2d 454, 466-67 (Tex. App.—Fort Worth 1996, *writ denied*)).

We conclude that the substance of Amrhein's jumbled brief presents nothing for our review. We affirm the trial court's judgment.

Jack Carter

Justice

Date Submitted: February 28, 2013

Date Decided: March 6, 2013

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